



# भारत का राजपत्र The Gazette of India

प्राधिकार से प्रकाशित  
PUBLISHED BY AUTHORITY

सं० 32]

नई दिल्ली, शनिवार, अगस्त 7, 1993/श्रावण 16, 1915

No. 32]

NEW DELHI, SATURDAY, AUGUST 7, 1993/SRAVANA 16, 1915

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह अलग संकलन के रूप में  
रखा जा सके

Separate Paging is given to this Part in order that it may be filed as a  
separate compilation

भाग II—खण्ड 3—उप-खण्ड (ii)

PART II—Section 3—Sub-Section (ii)

भारत सरकार के मंत्रालयों (रक्षा मंत्रालय को छोड़कर) द्वारा जारी किए गए सांविधिक आदेश और अधिसूचनाएं  
Statutory Orders and notifications issued by the Ministries of the Government of India (other than  
Ministry of the Defence)

विधि न्याय और कम्पनी कार्य मंत्रालय

( विधि कार्य विभाग )

( न्यायिक विभाग )

सूचना

नई दिल्ली, 6 जुलाई, 1993

MINISTRY OF LAW, JUSTICE & COMPANY AFFAIRS

(Department of Legal Affairs)

(Judicial Section)

NOTICE

New Delhi, the 6th July, 1993

का. आ. 1671 :—नोटरीज नियम, 1956 के नियम 6 के अनुसरण में सक्षम प्राधिकारी द्वारा यह सूचना दी जाती है कि श्रीमति के. आर. चित्रा, एडवोकेट ने उक्त प्राधिकारी को उक्त नियम के नियम 4 के अधीन एक आवेदन इस बात के लिए दिया है कि उसे तीस हजारों कोर्ट, दिल्ली संव क्षेत्र में व्यवसाय करने के लिए नोटरी के रूप में नियुक्ति पर किसी भी प्रकार का आक्षेप इस सूचना के प्रकाशन के चौदह दिन के भीतर लिखित रूप में मेरे पास भेजा जाए।

[सं. 5 (60)/93-न्यायिक]

पी. सी. कण्णन, सक्षम प्राधिकारी

S.O. 1671.—Notice is hereby given by the Competent Authority in pursuance of Rule 6 of the Notaries Act, 1956 that application has been made to the said Authority, under Rule 4 of the said Rules, by Mrs. K. R. Chitra, Advocate for appointment as a Notary to practise in Tis Hazari Courts.

2. Any objection to the appointment of the said person as a Notary may be submitted in writing to the undersigned within fourteen days of the publication of this notice.

[No. 5(60)/93-Judl.]

P. C. KANNAN, Competent Authority

गृह मंत्रालय

नई दिल्ली, 23 जुलाई, 1993

का. आ. 1672 :—केन्द्रीय सरकार एतद्वारा 89वीं बटालियन केन्द्रीय रिजर्व पुलिस बल, 94वीं बटालियन, केन्द्रीय रिजर्व पुलिस बल तथा ग्रुप केन्द्र के. रि. पु. बल, पिंजौर में हिन्दी का कार्यसाधक ज्ञान रखने वाले कर्मचारियों की संख्या 80% से अधिक हो जाने के फलस्वरूप उन्हें राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 के उप-नियम, 10 (4) के अधीन अधिसूचित करती है।

[सं 12017/2/93-हिन्दी]

बद्री सिंह, निदेशक (रा. भा.)

MINISTRY OF HOME AFFAIRS

New Delhi, the 23rd July, 1993

S.O. 1672.—Under Sub-Rule 10(4) of the Official Languages (Use for Official Purposes of the Union) Rules, 1976, the Central Government hereby notify 89 Bn. of C.R.P.F., 94 Bn. C.R.P.F. and Group Centre, C.R.P.F., Pinjore, where the percentage of Hindi knowing staff has gone above 80 per cent.

[No. 12017/2/93-Hindi]

BADRI SINGH, Director

कार्मिक, लोक शिकायत तथा पेंशन मंत्रालय

(पेंशन एवं पेंशनभोगी कल्याण विभाग)

नई दिल्ली, 19 मई, 1993

का. आ. 1673 :—राष्ट्रपति, संविधान के अनुच्छेद 148 के खंड (5) के साथ पठित अनुच्छेद 309 के परन्तुक द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, और भारतीय लेखापरीक्षा और लेखा विभाग में सेवारत व्यक्तियों के संबंध में भारत के नियंत्रक महालेखा परीक्षक से परामर्श करने के पश्चात् केन्द्रीय सिविल सेवा (पेंशन) नियम, 1972 का और संशोधन करने के लिए निम्नलिखित नियम बनाने हैं, अर्थात् :—

1. (1) इन नियमों का संक्षिप्त नाम केन्द्रीय सिविल सेवा (पेंशन) दूसरा संशोधन नियम, 1993 है।

(2) ये राजपत्र में प्रकाशन की तारीख से प्रवृत्त होंगे।

2. केन्द्रीय सिविल सेवा (पेंशन) नियम, 1972 के नियम 54 में, उप नियम (13-क) के स्थान पर निम्न-लिखित उपनियम रखा जाएगा, अर्थात् :—

(13-क)—निवृत्ति पेंशन, सेवा पेंशन या अशक्तता पेंशन पर ऐसा कोई सैनिक पेंशनभोगी, जो सैनिक सेवा से निवृत्ति पर सामान्य कुटुम्ब पेंशन मंजूर किए जाने के लिए सेना अनुदेश/2/एस/64 से या तत्संबंधी नौसेना या वायुसेना अनुदेशों

से शासित होता है और अधिवर्षिता को आय प्राप्त करने के पूर्व किसी सिविल सेवा में या सिविल पद पर पुनर्नियोजित हो जाता है, इस नियम के अधीन अनुज्ञेय कुटुम्ब पेंशन या पूर्वोक्त सेना/नौसेना/वायु सेना अनुदेश के अधीन पहले से प्राधिकृत कुटुम्ब पेंशन की पात्रता के प्रयोजन के लिए निम्न प्रकार शासित होगा :—

(1) यदि उसकी मृत्यु सिविल पदधारण करते हुए हो जाती है तो उसके कुटुम्ब को, इन नियमों के अधीन कुटुम्ब पेंशन या सैनिक सेवा से उसकी नियुक्ति या उन्मुक्ति के समय प्राधिकृत कुटुम्ब पेंशन, जो भी कुटुम्ब के लिए अधिक लाभकारी हो अनुज्ञात की जाएगी;

(2) यदि उसने किसी सिविल सेवा में या सिविल पद पर नियुक्ति होने पर पूर्व सैनिक सेवा के लिए सैनिक पेंशन प्रतिधारित करने का विकल्प दिया है :—

(क) और वह सिविल पुनर्नियोजन से उगके लिए कोई पेंशन उपार्जित किए बिना सेवानिवृत्त हो जाता है, तो उसका कुटुम्ब सैनिक सेवा से उसकी निवृत्ति उन्मुक्ति के समय प्राधिकृत कुटुम्ब पेंशन का पात्र होगा,

(ख) सिविल पुनर्नियोजन से उसके लिए पेंशन के लिए पात्र हो जाने के पश्चात् सेवानिवृत्त होता है तो वह सिविल सेवा के संबंध में पेंशन के लिए आवेदन करने समय या तो इन नियमों के अधीन कुटुम्ब पेंशन के लिए या सैनिक सेवा से उसकी निवृत्ति/उन्मुक्ति के समय प्राधिकृत कुटुम्ब पेंशन संबंधी फायदों का उपभोग करने के लिए विकल्प का प्रयोग करेगा और एक बार उक्त विकल्प का प्रयोग करने पर वह विकल्प अंतिम होगा।

(3) यदि उसने किसी सिविल सेवा में या सिविल पद पर नियुक्ति होने पर सेना पेंशन को अभ्यर्पित करने और सैनिक सेवा की गणना सिविल पेंशन के लिए किए जाने का विकल्प दे दिया है तो उसका कुटुम्ब इन नियमों के अधीन कुटुम्ब पेंशन का हकदार होगा।

[सं. 1(65)-पी.एंड पी. डब्ल्यू 91/ई]

स्वर्ण दास, उप सचिव

पाद-टिप्पण :—केन्द्रीय सिविल सेवा (पेंशन) नियम, 1972 का आ. 934 तारीख 1-4-72 के रूप में प्रकाशित किए गए थे। नियमों का चतुर्थ संस्करण (जुलाई 1988 तक संशोधित) 1989 में मुद्रित किया गया था। उक्त नियमों के पश्चात्तवर्ती संशोधन पेंशन और पेंशनभोगी

कल्याण विभाग की निम्नलिखित अधिसूचनाओं द्वारा किए गए :-

क्र.सं.	अधिसूचना सं.	तारीख
1.	का.आ.सं. 254	4-2-89
2.	का.आ.सं. 970	6-5-89
3.	का.आ.सं. 2467	7-10-89
4.	का.आ.सं. 899	14-4-90
5.	का.आ.सं. 1454	26-5-90
6.	का.आ.सं. 2329	8-9-90
7.	का.आ.सं. 3269	7-12-90
8.	का.आ.सं. 3270	8-12-90
9.	का.आ.सं. 3273	8-12-90
10.	का.आ.सं. 409	9-2-91
11.	का.आ.सं. 464	16-2-91
12.	अधिसूचना सं. 7/14/90-पी. एण्ड पी. डब्ल्यू. (एस.)	23-8-91
13.	अधिसूचना सं. 4/15/88-पी. एण्ड पी. डब्ल्यू. (डी)	9-10-91
14.	अधिसूचना सं. 7/10/89-पी. एण्ड पी. डब्ल्यू. (एफ.)	28-11-91
15.	एफ. 28/40/98-पी. एण्ड पी. डब्ल्यू. (वी)	9-1-92
16.	एफ. 38/16/88-पी. एण्ड पी. डब्ल्यू. (एफ.)	4-2-92
17.	एफ. 43/4/92-पी एण्ड पी डब्ल्यू	27-11-93
18.	एफ. 1(10)-पी. एण्ड पी. डब्ल्यू	31-12-92
19.	एफ. 1(66)-पी. एण्ड पी. डब्ल्यू/89-ई.	18-1-93

#### MINISTRY OF PERSONNEL, P. G. AND PENSIONS

(Department of Pension and P. W.)

New Delhi, the 19th May, 1993

S.O. 1673.—In exercise of the powers conferred by the proviso to article 309 read with clause (5) of article 148 of the Constitution and after consultation with the Comptroller and Auditor General of India in relation to persons serving in the Indian Audit and Accounts Department, the President hereby makes the following rules further to amend the Central Civil Services (Pension) Rules, 1972, namely :—

1. (1) These Rules may be called the Central Civil Services (Pension) Second Amendment Rules, 1993.

(2) They shall come into force from the date of their publication in the Official Gazette.

2. In Rule 54 of the Central Civil Services (Pension) Rules, 1972, for sub-rule (13-A), the following sub-rule shall be substituted, namely :—

“(13-A) A military pensioner, who on retirement from military service, on retiring pension, service pension or invalid pension is governed for the grant of ordinary family pension by Army Instruction 2/S/64 or corresponding Navy or Air Force instructions and is re-employed in a civil service or civil post before attaining the age of superannuation, shall for the purpose of eligibility for the family pension admissible under this rule or the family pension already authorised under the aforesaid Army/Navy/Air Force instruction, be governed as follows :—

- (i) if he dies while holding a civil post, his family shall be allowed family pension under these rules or the family pension authorised at the time of retirement or discharge from the military service, whichever is more advantageous to the family;
- (ii) if he has on appointment to a civil service or post, opted to retain military pension for the past military service—
  - (a) and retires from the civil re-employment without earning any pension therefor, his family shall be entitled to family pension as authorised at the time of his retirement/discharge from military service;
  - (b) retires from civil re-employment after becoming eligible for pension therefor, he shall exercise an option at the time of applying for pension for civil service either to be governed by family pension under these rules or to avail of family pension benefits as authorised at the time of his retirement/discharge from military service and the said option once exercised shall be final.
- (iii) if on appointment to a civil service or post, he has opted to surrender military pension and count the military service for civil pension, his family shall be entitled to family pension under these rules.”

[No. 1(65)/P&PW/91-E]

SWARN DASS, Dy. Secy.

#### FOOT NOTE :

The Central Civil Services (Pension) Rules, 1972 were published as S.O. No. 934 dated 1-4-1972. The Fourth Edition (corrected upto July, 1988) of the rules was published in 1988. The rules were subsequently amended vide Department of Pension and Pensioners Welfare notifications given below :—

S. No.	Notification No.	Date
1.	S.O. No. 254, 4-2-1989	
2.	S.O. No. 970, 6-5-1989	
3.	S.O. No. 2467, 7-10-1989	
4.	S.O. No. 899, 14-4-1990	
5.	S.O. No. 1454, 26-5-1990	
6.	S.O. No. 2329, 6-9-1990	
7.	S.O. No. 3269, 8-12-1990	
8.	S.O. No. 3270, 8-12-1990	
9.	S.O. No. 3273, 8-12-1990	
10.	S.O. No. 409, 9-2-1991	
11.	S.O. No. 464, 16-2-1991	
12.	F. 7(14)-P&PW/F/90, 23-8-1991	
13.	F. 4(15)-P&PW/88-D, 9-10-1991	
14.	F. 7(10)-P&PW/89-F, 28-11-1991	
15.	F. 28(40)-P&PW/88-B, 9-1-1992	
16.	F. 38(189)-P&PW/88-F, 4-2-1992	
17.	F. 43/4/92-P&PW(G), 27-11-1992	
18.	F. 1(10)-P&PW/92-E, 31-12-1992	
19.	F. 1(66)-P&PW/89-E, 18-1-1993	

वित्त मंत्रालय  
(राजस्व विभाग)

नई दिल्ली, 7 मई, 1993

(आयकर)

का.आ. 1674:— आयकर अधिनियम, 1961 (1961 का 43) की धारा 10 के खंड (23-ग) के उपखंड (V) द्वारा प्रवृत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा "मिर्जा अगियरी तथा पारसी अंजुमन, जामनगर, गुजरात" को कर-निर्धारण वर्ष 1989-90 से 1991-92 तक के लिए निम्नलिखित शर्तों के अध्वधीन रहते हुए उक्त उपखंड के प्रयोजनार्थ अधिसूचित करती है, अर्थात् :-

- (i) कर-निर्धारिती इसकी आय का इस्तेमाल अथवा इसकी आय का इस्तेमाल करने के लिए इसका संचयन पूर्णतया तथा अनन्यतया उन उद्देश्यों के लिए करेगा, जिनके लिए इसकी स्थापना की गई है ;
- (ii) कर-निर्धारिती ऊपर उल्लिखित कर-निर्धारण वर्षों से संगत पूर्ववर्ती वर्षों की किसी भी अवधि के दौरान धारा 11 की उप-धारा (5) में विनिर्दिष्ट किसी एक अथवा एक से अधिक ढंग अथवा तरीकों से भिन्न तरीकों से इसकी निधि (जेवर-जवाहिरात, फर्नीचर आदि के रूप में प्राप्त तथा रख-रखाव में स्वेच्छिक अंशदान से भिन्न) का निवेश नहीं करेगा अथवा उसे जमा नहीं करवा सकेगा ;
- (iii) यह अधिसूचना किसी ऐसी आय के संबंध में लागू नहीं होगी, जो कि कारोबार से प्राप्त लाभ तथा अभिलाभ के रूप में हो जब तक कि ऐसा कारोबार उक्त कर-निर्धारित के उद्देश्यों की प्राप्ति के लिए प्रासंगिक नहीं हो तथा ऐसे कारोबार के संबंध में अलग से लेखा-पुस्तिकाएं नहीं रखी जाती हों ।

[अधिसूचना सं. 9280/फा.सं. 197/71/93-आयकर(नि. I)]

शरत चन्द्र, अवर सचिव

MINISTRY OF FINANCE  
(Department of Revenue)  
New Delhi, the 7th May, 1993

(INCOME-TAX)

S.O. 1674.—In exercise of the powers conferred by sub-clause (V) of clause (23C) of Section 10 of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby notifies "Mirza Agiari and Parsi Anjuman, Jamnagar, Gujarat" for the purposes of the said sub-clause for the assessment years 1989-90 to 1991-92 subject to the following conditions, namely :—

- (i) the assessee will apply its income, or accumulate for application, wholly and exclusively to the objects for which it is established ;
- (ii) the assessee will not invest or deposit its funds (other than voluntary contributions received and maintained in the form of jewellery, furniture etc.) for any period during the previous years relevant to the assessment years mentioned above otherwise than in any one or more of the forms or modes specified in sub-section (5) of Section 11 ;

(iii) this notification will not apply in relation to any income being profits and gains of business, unless the business is incidental to the attainment of the objectives of the assessee and separate books of accounts are maintained in respect of such business.

[Notification No. 9280/F. No. 197/71/93-ITAI]

SHARAT CHANDRA, Under Secy.

नई दिल्ली, 10 मई, 1993

(आयकर)

का.आ. 1675:— आयकर अधिनियम, 1961 (1961 का 43) की धारा 10 के खंड (23-ग) के उपखंड (V) द्वारा प्रवृत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा "श्री जैन श्वेताम्बर नकोदा पार्श्वनाथतीर्थ, मेवा नगर, राजस्थान" को कर-निर्धारण वर्ष 1990-91 से 1992-93 तक के लिए निम्नलिखित शर्तों के अध्वधीन रहते हुए उक्त उपखंड के प्रयोजनार्थ अधिसूचित करती है, अर्थात् :-

- (i) कर-निर्धारिती इसकी आय का इस्तेमाल अथवा इसकी आय का इस्तेमाल करने के लिए इसका संचयन पूर्णतया तथा अनन्यतया उन उद्देश्यों के लिए करेगा, जिनके लिए इसकी स्थापना की गई है ;
- (ii) कर-निर्धारिती ऊपर-उल्लिखित कर-निर्धारण वर्षों से संगत पूर्ववर्ती वर्षों की किसी भी अवधि के दौरान धारा 11 की उप-धारा (5) में विनिर्दिष्ट किसी एक अथवा एक से अधिक ढंग अथवा तरीकों से इसकी निधि (जेवर-जवाहिरात, फर्नीचर आदि के रूप में प्राप्त तथा रख-रखाव में स्वेच्छिक अंशदान से भिन्न) का निवेश नहीं करेगा अथवा उसे जमा नहीं करवा सकेगा ;
- (iii) यह अधिसूचना किसी ऐसी आय के संबंध में लागू नहीं होगी, जो कि कारोबार से प्राप्त लाभ तथा अभिलाभ के रूप में हो जब तक कि ऐसा कारोबार उक्त कर-निर्धारिती के उद्देश्यों की प्राप्ति के लिए प्रासंगिक नहीं हो तथा ऐसे कारोबार के संबंध में अलग से लेखा पुस्तिकाएं नहीं रखी जाती हों ।

[अधिसूचना सं. 9283/फा.सं. 197/75/93-आयकर (नि.-1)]

शरत चन्द्र, अवर सचिव

New Delhi, the 10th May, 1993

(INCOME-TAX)

S.O. 1675.—In exercise of the powers conferred by sub-clause (V) of clause (23C) of Section 10 of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby notifies "Shri Jain Swetamber Nakoda Paraswanath, Tirath, Mewanagar, Raj" for the purpose of the said sub-clause for the assessment years 1990-91 to 1992-93 subject to the following conditions, namely :—

- (i) the assessee will apply its income, or accumulate for application, wholly and exclusively to the objects for which it is established ;
- (ii) the assessee will not invest or deposit its funds (other than voluntary contributions received and maintained in the form of jewellery, furniture etc.) for any

period during the previous years relevant to the assessment years mentioned above otherwise than in any one or more of the forms or modes specified in sub-section (5) of Section 11;

- (iii) this notification will not apply in relation to any income being profits and gains of business, unless the business is incidental to the attainment of the objectives of the assessee and separate books of accounts are maintained in respect of such business.

[Notification No. 9283/F. No. 197/75/93-ITAI]

SHARAT CHANDRA, Under Secy.

नई दिल्ली, 17 मई, 1993

(आयकर)

का.आ. 1676.—आयकर अधिनियम, 1961 (1961 का 43) की धारा 10 के खंड (23-ग) के उपखंड (v) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा “श्री चित्रपुर मठ, बंगलौर” को कर-निर्धारण वर्ष 1990-91 से 1992-93 तक के लिए निम्नलिखित शर्तों के अधीन रहते हुए उक्त उपखंड के प्रयोजनार्थ अधिसूचित करती है, अर्थात् :-

- (i) कर-निर्धारिती इसकी आय का इस्तेमाल अथवा इसकी आय का इस्तेमाल करने के लिए इसका संचयन पूर्णतया तथा अनन्यतया उन उद्देश्यों के लिए करेगा, जिनके लिए इसकी स्थापना की गई है ;
- (ii) कर-निर्धारिती ऊपर-उल्लिखित कर-निर्धारण वर्षों से संगत पूर्ववर्ती वर्षों की किसी भी अवधि के दौरान धारा 11 की उप-धारा (5) में विनिर्दिष्ट किसी एक अथवा एक से अधिक ढंग अथवा तरीकों से भिन्न तरीकों से इसकी निधि (जेवर-जवाहिरात, फर्नीचर आदि के रूप में प्राप्त तथा रख-रखाव में स्वेच्छिक अंशदान से भिन्न) का निवेश नहीं करेगा अथवा उसे जमा नहीं करवा सकेगा ;
- (iii) यह अधिसूचना किसी ऐसी आय के संबंध में लागू नहीं होगी, जो कि कारोबार से प्राप्त लाभ तथा अभिलाभ के रूप में हों जब तक कि ऐसा कारोबार उक्त कर-निर्धारिती के उद्देश्यों की प्राप्ति के लिए प्रासंगिक नहीं हो तथा ऐसे कारोबार के संबंध में अलग से लेखा पुस्तिकाएं नहीं रखी जाती हों ।

[अधिसूचना सं. 9290/फा.सं. 197/202/91-आयकर (नि.-1)]

शरत चन्द्र, अवर सचिव

New Delhi, the 17th May, 1993

(INCOME-TAX)

S.O. 1676.—In exercise of the powers conferred by sub-clause (v) of clause (23C) of Section 10 of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby notifies “Shri Chitrapur Math, Bangalore” for the purpose of the said sub-clause for the assessment years 1990-91 to 1992-93 subject to the following conditions, namely :—

- (i) the assessee will apply its income, or accumulate for application, wholly and exclusively to the objects for which it is established ;
- (ii) the assessee will not invest or deposit its funds (other than voluntary contributions received and maintained in the form of jewellery, furniture, etc.) for any period during the previous years relevant to the assessment years mentioned above otherwise than in any one or more of the forms or modes specified in sub-section (5) of Section 11 ;
- (iii) this notification will not apply in relation to any income being profits and gains of business, unless the business is incidental to the attainment of the objectives of the assessee and separate books of accounts are maintained in respect of such business.

[Notification No. 9290/F. No. 197/202/91-ITA-I]

SHARAT CHANDRA, Under Secy.

(आर्थिक कार्य विभाग)

(बैंकिंग प्रभाग)

नई दिल्ली, 16 जुलाई, 1993

का.आ. 1677.—राष्ट्रीयकृत बैंक (प्रबंध और प्रकीर्ण उपबंध स्कीम) 1970 के खण्ड 3 के उप खण्ड (ज) के अनुसरण में केन्द्रीय सरकार, एतद्वारा नीचे दी गई सारणी के कालम (2) में निर्दिष्ट व्यक्तियों को उक्त सारणी के कालम (3) में निर्दिष्ट व्यक्तियों के स्थान पर कालम (1) में निर्दिष्ट राष्ट्रीयकृत बैंकों का निदेशक नियुक्त करती है :-

सारणी

1	2	3
यूनियन बैंक आफ इंडिया	श्री डी आर एस चौधरी श्री एच. सन्तोष कुमार निदेशक	वित्त मंत्रालय, आर्थिक कार्य विभाग, (बैंकिंग प्रभाग), नई दिल्ली
बैंक आफ बड़ौदा	श्री के. श्रीनिवासन	डा. पी. जे. नायक संयुक्त सचिव वित्त मंत्रालय, आर्थिक कार्य विभाग (बैंकिंग प्रभाग), नई दिल्ली

[नं. एफ. 9/41/91-बी.ओ. I]

एम. एस. सीतारामन, अवर सचिव

(Department of Economic Affairs)

(Banking Division)

New Delhi; the 16th July, 1993

S. O. 1677.—In pursuance of sub-clause (h) of clause 3 of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1970, the Central Government hereby

appoints the persons specified in column (2) of the Table below as Directors of the nationalised banks specified in column (1) thereof in place of the persons specified in column (3) of the said Table :

TABLE

1	2	3
Union Bank of India	Shri D.R.S. Chaudhary, Director, Ministry of Finance, Department of Economic Affairs, (Banking Division) New Delhi.	Shri H. Santosh Kumar
Bank of Baroda	Shri K. Srinivasan Joint Secretary, Ministry of Finance, Department of Economic Affairs, (Banking Division) New Delhi.	Dr. P.J. Nayak

[No. F.9/41/91-BO-I]

M.S. SEETHARAMAN, Under Secy.

नई दिल्ली, 20 जुलाई, 1993

का.आ. 1678.—राष्ट्रीयकृत बैंक (प्रबंध और प्रकीर्ण उपबंध) स्कीम, 1980 के खण्ड 3 के उपखण्ड (ज) के अनुसरण में केन्द्रीय सरकार, एतद्वारा नीचे दी गई सारणी के कालम (2) में निर्दिष्ट व्यक्तियों को उक्त सारणी के कालम (3) में निर्दिष्ट व्यक्तियों के स्थान पर कालम (1) में निर्दिष्ट राष्ट्रीयकृत बैंकों का निदेशक नियुक्त करती है :—

सारणी

1	2	3
आन्ध्रा बैंक	श्री पी.एन. रामामूर्ति, निदेशक, वित्त मंत्रालय, आर्थिक कार्य विभाग, (बैंकिंग प्रभाग), नई दिल्ली	श्री एच. सन्तोष कुमार
न्यू बैंक आफ इण्डिया	श्री बाई.पी. सेठी, उप सचिव, वित्त मंत्रालय, आर्थिक कार्य विभाग, (बैंकिंग प्रभाग), नई दिल्ली	श्रीमती गौरी कुमार

[संख्या एफ-9/41/91-बी.ओ.-I (i)]

एम.एम. सीतारामन, अवर सचिव

New Delhi, the 20th July, 1993

S. O. 1678.—In pursuance of sub-clause (h) of clause 3 of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1980, the Central Government hereby appoints the persons specified in column (2) of the Table below as Directors of the nationalised banks in column (1) thereof in place of the persons specified in column (3) of the said Table :

TABLE

1	2	3
Andhra Bank	Sh. P.N. Ramamoorthy, Director, Ministry of Finance, Department of Economic Affairs (Banking Division) New Delhi.	Sh. H. Santosh Kumar
New Bank of India	Sh. Y.P. Sethi, Deputy Secretary, Ministry of Finance, Department of Economic Affairs (Banking Division) New Delhi	Smt. Gauri Kumar

[F. No. 9/41/91-B.O.I(i)]

M. S. SEETHARAMAN, Under Secy..

नई दिल्ली, 20 जुलाई, 1993

का.आ. 1679.—भारतीय स्टेट बैंक (अनुपंगी बैंक) अधिनियम, 1959 (1959 का 38) की धारा 25 की उपधारा (1) के खण्ड (ड) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा वित्त मंत्रालय, आर्थिक कार्य विभाग, बैंकिंग प्रभाग, नई दिल्ली में उप निदेशक, श्री डी.एस. जग्गी को श्रीमती गौरी कुमार के स्थान पर स्टेट बैंक आफ पटियाला के निदेशक के रूप में नियुक्त करती है।

[संख्या 9/41/91-बी.ओ.-I (ii)]

एम.एस. सीतारामन, अवर सचिव

New Delhi, the 20th July, 1993

S.O. 1679.—In exercise of the powers conferred by clause (c) of sub-section (1) of section 25 of the State Bank of India (Subsidiary Banks) Act, 1959 (38 of 1959), the Central Government hereby nominates Shri D. S. Jaggi, Deputy Director, Ministry of Finance, Department of Economic Affairs (Banking Division), New Delhi, as Director of State Bank of Patiala vice Smt. Gauri Kumar.

[No. 9/41/91-B.O.I. (ii)]

M. S. SEETHARAMAN, Under Secy.

नई दिल्ली, 20 जुलाई, 1993

वाणिज्य मंत्रालय

(विदेश व्यापार महानिदेशालय)

नई दिल्ली, 20 जुलाई, 1993

का.आ. 1680.—राष्ट्रीयकृत बैंक (प्रबंध और प्रकीर्ण उपबन्ध) स्कीम, 1970 के खण्ड 6 के उपखण्ड (1), खण्ड 7 और खण्ड 8 के उपखण्ड (1) के साथ पठित खण्ड 3 के उपखण्ड (क) के अनुसरण में, केन्द्रीय सरकार, भारतीय रिजर्व बैंक के साथ परामर्श करने के पश्चात, एतद्वारा, श्री दीपक रुद्रा, आई.ए.एस. (पश्चिम बंगाल 1963) को उनके द्वारा कार्यभार ग्रहण करने की तारीख से तीन वर्ष की अवधि के लिए प्रतिनियुक्ति के आधार पर यूको बैंक के अध्यक्ष एवं प्रबंध निदेशक के रूप में नियुक्त करती है।

[संख्या एफ 9/12/93-बी.ओ.-I]

एम.एस. सीतारामन, अवसर सचिव

New Delhi, the 20th July, 1993

S.O. 1680.—In pursuance of sub-clause (a) of clause 3 read with sub-clause (1) of clause 5, clause 7 and sub-clause (1) of clause 8 of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1970, the Central Government, after consultation with the Reserve Bank of India, hereby appoints Shri Dipak Rudra, IAS (WB: 1963) as the Chairman and Managing Director of the UCO Bank, for a period of three years from the date of his taking over the charge on deputation basis

[F. No. 9/12/93-B.O.I]

M. S. SEETHARAMAN, Under Secy.

नई दिल्ली, 16 जुलाई, 1993

का.आ. 1681.—बैंककारी विनियमन अधिनियम, 1949 (1949 का 10) की धारा 56 के साथ पठित धारा 53 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, भारतीय रिजर्व बैंक की सिफारिश पर घोषणा करती है कि उक्त अधिनियम की धारा 11 की उप-धारा (1) के उपबन्ध खेड़ा डिस्ट्रिक्ट सैन्ट्रल कोऑपरेटिव बैंक लिमिटेड नडियाड (गुजरात राज्य) पर सरकारी राजपत्र में इस अधिसूचना के प्रकाशन की तारीख से 30 जून, 1994 तक की अवधि के वास्ते लागू नहीं होंगे।

[एफ. सं. 6-1/93-एसी]

सी.बी. प्रसाद, अवसर सचिव

New Delhi, the 16th July, 1993

S.O. 1681.—In exercise of the powers conferred by Section 53 read with Section 56 of the Banking Regulation Act, 1949 (10 of 1949), the Central Government on the recommendations of the Reserve Bank of India declares that the provisions of sub-section (1) of Section 11 of the said Act shall not apply to the Kheda District Central Cooperative Bank Limited, Nadiad (Gujarat State) from the date of publication of this notification in the Official Gazette to 30th June, 1994.

[F. No. 6-1/93-AC]

C. B. PRASAD, Under Secy.

का.आ. 1682.—मैसर्स सिंगल साईकल्स प्रा.लि., लुधियाना को रुपये 80,09,166/- (3,08,044 अमेरिकी डालर) के लागत बीमा भाड़ा मूल्य का रुपये 1,24,12,584/- (4,77,407 अमेरिकी डालर) के निर्यात आभार सहित अग्रिम लाइसेंस संख्या पी/एल/1523580 दिनांक 13-11-92 प्रदान किया गया था जिसकी वैधता इसके जारी होने की तारीख से 12 माह तक की थी। फर्म ने अब आवश्यक हलफनामा दिया है जिसके अनुसार उद्युक्त मुद्रा नियंत्रण प्रति किसी भी सीमाशुल्क प्राधिकरण के साथ पंजीकृत नहीं थी और उसका बिल्कुल उपयोग नहीं किया गया था तथा लाइसेंस के मद्दे लागत बीमा भाड़ा मूल्य रुपये 80,09,166/- (3,08,044 अमेरिकी डालर) है। हलफनामा में एक घोषणा इस संबंध में भी की गई है कि यदि उक्त अग्रिम लाइसेंस की मुद्रा नियंत्रण प्रति बाद में मिल जाने अथवा पा लिए जाने पर इसे जारी करने वाले प्राधिकारी को लौटा दी जाएगी।

इस बात से सन्तुष्ट हो जाने पर कि उक्त लाइसेंस की मुद्रा नियंत्रण प्रति गुम हो चुकी है, अधोहस्ताक्षरी यह निदेश देते हैं कि उक्त अग्रिम लाइसेंस को मुद्रा नियंत्रण प्रति की अनुलिपि प्रति प्रार्थी को जारी की जाए। न विदेश व्यापार (विकास और विनियमन) अधिनियम, 1992 की धारा 9 की उप धारा (4) में प्रदत्त अधिकारों, का प्रयोग करते हुए एतद्वारा उक्त अग्रिम लाइसेंस की मूल मुद्रा नियंत्रण प्रति को भी रद्द करता हूँ।

[फाइल सं. 01/81/40/411/ए.एम-93]

आर.के. सूद, उप महानिदेशक विदेश व्यापार  
कृते महानिदेशक विदेश व्यापार

MINISTRY OF COMMERCE

(Office of the Director General of Foreign Trade)

New Delhi, the 20th July, 1993

S.O. 1682.—M/s. Single Cycles Private Ltd., Ludhiana were granted an Advance Licence No. P/L/1523580 dated 13-11-92 for a cif value of Rs. 80,09,166 (US \$ 3,08,044) with an export obligation of Rs. 1,24,12,584 (US \$ 4,77,407) with a validity of 12 months from the date of issue. Now the firm have applied for grant of Duplicate exchange control copy of Advance Licence on the ground that the same has been lost/misplaced. The firm have furnished necessary affidavit according to which the aforesaid exchange control copy was not registered with any Customs Authority and was not utilised at all and the cif value against the licence is Rs. 80,09,166 (US \$ 3,08,044). A declaration has also been incorporated in the affidavit to the effect that if the said exchange control copy of Advance Licence is traced or found later on, it will be returned to the issuing authority.

On being satisfied that the original exchange control copy of said licensee has been lost, the undersigned direct that a duplicate exchange control copy of said Advance Licence should be issued to the applicant. I also, in exercise of the powers conferred in Sub-clause (4) of Clause 9 of the

Foreign Trade (Development and Regulation) Act, 1992, hereby cancel the original exchange control copy of said advance licence.

[F. No. 01/81/40/411]A.M.-93]

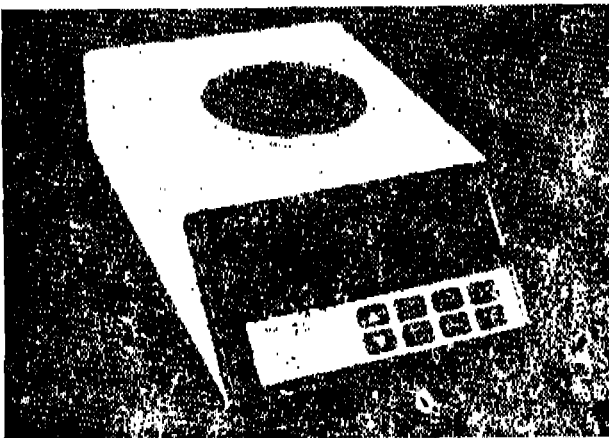
R. K. SOOD, Dy. Director General of Foreign Trade,  
For Director General of Foreign Trade.

नागरिक पूर्ति, उपभोक्ता मामले और  
सार्वजनिक वितरण मंत्रालय  
नई दिल्ली, 22 जुलाई, 1993

का.प्रा. 1683.—केंद्रीय सरकार, का विहित प्राधिकारी द्वारा उसे प्रस्तुत की गई रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित प्रतिमान बाट और माप मानक अधिनियम, 1976 (1976 का 60) और बाट और माप मानक (प्रतिमान का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और यह संभावना है कि उक्त प्रतिमान अविरत उपयोग की लम्बी अवधि तक ठोक बना रहेगा और विभिन्न दशाओं में सही सेवा देगा;

अतः अब, केंद्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (7) और उपधारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, टाइप सं. सी.बी.-220 के और "कांटेक" ब्रांड नाम वाले स्वतः सूचक गैर-स्वचालित तोलन उपकरण के प्रतिमान का (जिसे इसमें इसके पश्चात् प्रतिमान कहा गया है), जो मैसर्स कांटेक इंस्ट्रुमेंट कम्पनी, 215, आचार्य कर्मशायल काम्पलेक्स, डा. सी. जी. रोड, चेम्बर, मुम्बई-400074 द्वारा विनिर्मित और जिसे अनुमोदन विज्ञापन आई एन डी 09/93/02 समनुदेशित किया गया है, अनुमोदन प्रकाशित करती है।

प्रतिमान (आकृति 1 देखिए) एक उच्च शुद्धता (शुद्धता वर्ग 2) वाला तोलन उपकरण है, जिसकी अधिकतम क्षमता 220 ग्राम और न्यूनतम क्षमता 200 मिलीग्राम है। सत्यापन अंतर (ड) इस मिलीग्राम है। इसमें एक टेपर युक्ति



(आकृति 1)

है जिसका व्यक्तनात्मक प्रतिधारण टेपर प्रभाव शत-प्रतिशत है। भार ग्राही स्टेनलेस स्टील का बना हुआ है। ऊपरी ढांचा प्लास्टिक का बना है। भारग्राही वृत्ताकार है, जिसका व्यास 100 मिलीमीटर है, 12 मिलीमीटर सम्प्रतीक आकार का मात खण्डीय निर्वर्त प्रदीप्तिशील प्रदर्श तोल परिणाम उपदर्शित करता है। यह उपकरण 230 वोल्ट, 50 हर्ट्ज के प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।

इस प्रतिमान अनुमोदन के अंतर्गत उसी मेक, विनिर्दिष्ट शुद्धता और टाइप सं. सीबी-50, सी बी-100, सी बी-500, सी बी-1000, सी बी-3000, और सी बी-5000 के कार्यकरण तथा क्रमशः 50 ग्राम, 100 ग्राम, 500 ग्राम, एक किलोग्राम, 3 किलोग्राम और 5 किलोग्राम की अधिकतम क्षमता वाले तोलन उपकरण भी आएंगे।

इस प्रतिमान के शुद्धता परीक्षण, कालाश्रित परीक्षण, उत्केन्द्रता परीक्षण, पुनरावर्तनीयता परीक्षण, विभेदन परीक्षण, सहन परीक्षण, बोल्टता और आवृत्ति परिवर्तन परीक्षण, वैद्युत विधन परीक्षण किए गए थे और वह समाधानप्रद पाया गया था। उपकरण ऐसी रीति से मुद्रांकित किया जाएगा कि मुद्रा पर लगे सत्यापन चिन्हों को नुकसान पहुंचाए बिना उसके किसी ऐसे पुर्ज तक पहुंचाना संभव नहीं होगा, जो उसके माप संबंधी लक्षणों पर प्रभाव डालते हों।

प्रतिमान के अनुमोदन का यह प्रमाण पत्र, बाट और माप मानक (प्रतिमान का अनुमोदन) नियम, 1987 के नियम 14 और नियम 15 में अधिकथित शर्तों के अधीन रहते हुए है। इसके अनिवार्य, यह प्रमाण पत्र माप संबंधी लक्षणों की बाबत किसी संव्यवहार में उपयोग के लिए उपस्कर की उपयुक्तता के संबंध में है। यह किसी संव्यवहार में उपयोग के लिए या अन्यथा उपस्कर की सुरक्षा की किसी गारंटी को प्रमाणित नहीं करता है या इसमें ऐसा विवक्षित नहीं है।

[फा.सं. डब्ल्यू एम-21 (36)/92]

मतो नायर, संयुक्त सचिव

MINISTRY OF CIVIL SUPPLIES, CONSUMER AFFAIRS  
& PUBLIC DISTRIBUTION

New Delhi, the 22nd July, 1993

S.O. 1683.—Whereas the Central Government after considering the report submitted to it by the prescribed authority is satisfied that the Model described in the said report is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Model) Rules, 1987 and the said model is likely to maintain accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of section 36 of the said Act, the Central Government hereby publish the approval of the Model of the self-indicating non-automatic weighing instrument of type No. CB-220 and with the brand name 'CONTECH' (hereinafter referred to as the model) manufactured by M/s. Contech Instruments Company, 215



Acharya Commercial Complex, Dr. C. G. Road, Chembur, Bombay-400074 and is assigned the approval mark-IND|09|93|02.

The model (see figure 1) is a high accuracy (Accuracy class II) weighing instrument with a maximum capacity of 220 gram and minimum capacity of 200 milligram. The verification interval (e) is 10 milligram. It has a tare device with a 100 per cent subtractive retained tare effect. The load receptor is made of stainless steel. The upper housing is of

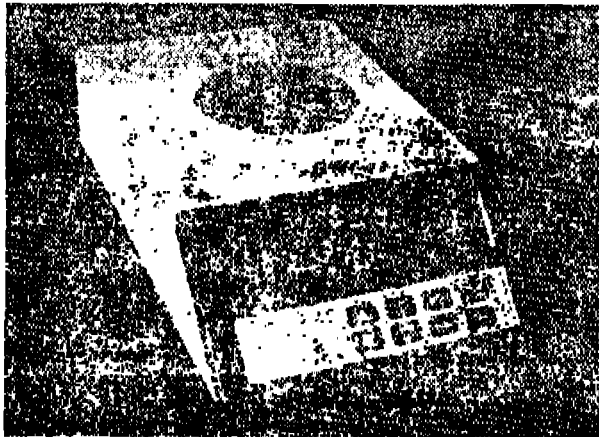


Fig. 1

plastic. The load receptor is circular with a diameter of 100 millimeter. The seven segment vacuum fluorescent display of character size 12 millimeter indicate the weighing result. The instrument operates on 230 volt, 50 hertz alternate current power supply.

This model approval will also cover the weighing instruments of similar make of specific accuracy and performance of type No. CB-50, CB-100, CB-500, CB-1000, CB-3000 and CB-5000 with a maximum capacity of 50 gram, 100 gram, 500 gram, 1 kilogram, 3 kilogram and 5 kilogram respectively.

The model was put to accuracy test, time dependent tests, eccentricity test, repeatability test, discrimination test, endurance test, voltage and frequency variation test, electrical disturbance tests and static temperature test and its performance was found to be satisfactory. The instrument shall be sealed in such a manner that no access to parts which affect the metrological characteristics shall be possible without damage to verification marks put on the seal.

This certificate of approval of model is subject to the conditions laid down in rules 14 and 15 of the Standards of Weights and Measures (Approval of Models) Rules, 1987. Further, this certificate relates to the suitability of the equipment for use in any transaction in respect of the metrological characteristics. It does not certify or imply any guarantee as to the safety of the equipment for use in any transaction or otherwise.

[F. No. WM-21(36)/92]  
SATHI. NAIR, Jt. Secy.

पेट्रोलियम और पोकृतिक गैस मंत्रालय

नई दिल्ली, 9 जुलाई, 1993

का.भा. 1684.—यह केन्द्रीय सरकार को यह प्रतीत होता है कि लोकहित में यह आवश्यक है कि गुजरात राज्य में नाडा-1 से जीएन-एक्यू जीजीएम तक पेट्रोलियम के परिवहन के लिए पाइपलाइन तैयार तथा प्राकृतिक गैस आयोग द्वारा बिछाई जानी चाहिये।

और यह प्रतीत होता है कि ऐसी लाइनों की बिछाने के प्रयोजन के लिए एनएचएल अनुसूची में वर्णित भूमि में उपयोग का अधिकार अर्जित करना आवश्यक है।

1635 GI/92—2

अतः अब पेट्रोलियम और खनिज पाइपलाइन भूमि में उपयोग के अधिकार का अर्जन अधिनियम, 1962 (1962 का 50) की धारा 3 का उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करने हुए केन्द्रिय सरकार ने उसमें उपयोग का अधिकार अर्जित करने का अपना आशय एतद्वारा घोषित किया है।

नशाते कि उक्त भूमि में द्वित्वद्ध कोई व्यक्ति, उस भूमि के नीचे पाइप लाइन बिछाने के लिए आशेष सक्षम प्राधिकारी, तेज तयः प्राकृतिक गैस आयोग, नियम और देखभाल प्रभावः, मकरपुरा रोड, बड़ीदा-9 को इस अधिसूचना का तारोख से 21 दिनों के भीतर कर सकेगा।

और ऐसा आशेष करने वाला हर व्यक्ति विनिर्दिष्टः यह भी कथन करेगा कि क्या यह वह चाहता है कि उसका सुनवाई व्यक्तिगत रूप से हो या किसी विधि व्यवसायी का मार्फत।

अनुसूची

नाडा-1 से जीएनएक्यू जीजीएम तक पाइप लाइन बिछाने के लिए।

राज्यः गुजरात जिलाः वडव तालुकः जंबुसर

गांव	ब्लॉक नं.	हे.	घार	सेन्टी
इस्लामपुर	325	0	00	51
	326	0	02	20
	327	0	02	86
	328/ए/बी	0	01	32
	368	0	06	74
	405	0	01	52
	406	0	01	22
	404	0	00	18
	408	0	02	04
	409	0	02	54
	411	0	02	04
	412/ए/बी	0	32	34
	1	0	00	62
	4	0	02	78

[सं. O-12016/73/93-ओ एन जी-डी-[V]

एम. सार्तिन, डैस्क अधिकारी

## MINISTRY OF PETROLEUM & NATURAL GAS

New Delhi, the 9th July, 1993

S.O. 1684.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transport of petroleum from NADA-1 to GNAQ GGS in Gujarat State pipeline should be laid by the Oil & Natural Gas Commission;

And whereas it appears that for the purpose of laying such pipeline, it is necessary to acquire that right of user in the land described in the schedule annexed hereto;

Now, therefore, in exercise of the powers conferred by sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in the Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Provided that any person interested in the said land may, within 21 days from the date of this notification, object to the laying of the pipeline under the land to the Competent Authority, Oil & Natural Gas Commission, Construction & Maintenance Division, Makarpura Road, Vadodara-390009;

And every person making such an objection shall also state specifically whether he wishes to be heard in persons or by legal Practitioner.

### SCHEDULE

Pipeline from NADA-1 to GNAQ GGS.

State : Gujarat District : Bharuch Taluka : Jambusar

Village	Block No.	Hectare	Are	Centi-are
ISLAMPUR	325	0	00	51
	326	0	02	20
	327	0	02	86
	328/A/B	0	01	32
	368	0	06	74
	405	0	01	52
	406	0	01	22
	404	0	00	18
	408	0	02	04
	409	0	02	54
	411	0	02	04
	412/A/B	0	32	34
	1	0	00	62
	4	0	02	78

[No. O-12016/73/93/ONG. D.IV]

M. MARTIN, Desk Officer

नई दिल्ली, 9 जुलाई, 1993

का.भा. 1685 :—यतः केन्द्रीय सरकार को यह प्रतीत होता है कि लोकहित में यह आवश्यक है कि गुजरात राज्य में नाडा-1 से जीएनएक्यू जीजीएस तक पेट्रोलियम के परिवहन के लिये पाइपलाइन तेल तथा प्राकृतिक गैस प्रायोग द्वारा बिछाई जानी चाहिए ;

और यतः यह प्रतीत होता है कि ऐसा लाइन को बिछाने के प्रयोजन के लिए एतद्वाक्य अनुसूची में वर्णित भूमि में उपयोग का अधिकार अर्जित करना आवश्यक है ;

यतः अब पेट्रोलियम और खनिज तेल-लाइन भूमि में उपयोग के अधिकार का अर्जन अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रस्तुत शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार ने उसमें उपयोग का अधिकार अर्जित करने का अपना आशय एतद्द्वारा घोषित किया है ;

वर्ततः कि उक्त भूमि में हितवश कोई व्यक्ति, उस भूमि के नीचे पाइप लाइन बिछाने के लिए प्राक्षेप सक्षम प्राधिकारी, तेल तथा प्राकृतिक गैस प्रायोग, निर्माण और वेबमाल प्रभाग, मकरपुरा रोड, बडीवा-9 को इस अधिसूचना की तारीख से 21 दिनों के भीतर कर सकेगा ;

और ऐसा आक्षेप करने वाला हर व्यक्ति विनिश्चितः यह भी कथन करेगा कि क्या यह बहु चाहता है कि उसका सुनवाई व्यक्तिगत रूप से हो या किसी विधि व्यवसायी की मार्फत ।

अनुसूची

नाडा-1 से जीएनएक्यू जीजीएस तक पाइप लाइन बिछाने के लिए ।

राज्य : गुजरात जिला : भारुच तह. : जंबुसर

गांव	ब्लॉक नं.	हे.	घर	सेन्टी
कपुरिया	215	0	03	90
	217	0	20	70
	216	0	04	72
	213	0	01	61
	212	0	04	08
	185	0	00	29
	184	0	01	20
	183	0	00	28
	182	0	01	18
	128	0	00	43

[सं. O-12016/74/93-ओ एन जी सी-IV]

एम. मार्टिन, डेस्क अधिकारी

New Delhi, the 9th July, 1993

S.O. 1685.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transport of petroleum from NADA-1 to GNAQ GGS in Gujarat State pipeline should be laid by the Oil & Natural Gas Commission;

And whereas it appears that for the purpose of laying such pipeline, it is necessary to acquire that right of user in the land described in the schedule annexed hereto ;

Now, therefore, in exercise of the powers conferred by sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in the Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Provided that any person interested in the said land may, within 21 days from the date of this notification, object to the laying of the pipeline under the land to the Competent Authority, Oil & Natural Gas Commission, Construction & Maintenance Division, Makarpura Road, Vadodara-390009;

And every person making such an objection shall also state specifically whether he wishes to be heard in persons or by legal Practitioner.

### SCHEDULE

Pipeline from NADA-1 to GNAQ GGS.

State : Gujarat District : Bharuch Taluka : Jambusar

Village	Block No.	Hectare	Are	Centi-are
Kapuria	215	0	03	90
	217	0	20	70
	216	0	04	72
	213	0	01	64
	212	0	04	08
	185	0	00	29
	184	0	01	20
	183	0	00	28
	182	0	01	18
	128	0	00	43

[No. O-12016/74/93-ONG.D.IV]

M. MARTIN, Desk Officer

नई दिल्ली, 9 जुलाई, 1993

का.भा. 1686:—यतः केन्द्रीय सरकार को यह प्रतीत होता है कि लोकहित में यह आवश्यक है कि गुजरात राज्य में नाडा-1 से जीएनएक्यू जीजीएस तक पेट्रोलियम के परिवहन के लिये पाइपलाइन तेल तथा प्राकृतिक गैस आयोग द्वारा बिछाई जानी चाहिए ;

और अतः यह प्रतीत होता है कि ऐसी साइटों को बिछाने के प्रयोजन के लिए एतद्वाक्य अनुसूची में वर्णित भूमि में उपयोग का अधिकार अर्जित करना आवश्यक है ;

अतः अब पेट्रोलियम और खनिज पाइपलाइन भूमि में उपयोग के अधिकार का अर्जन अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार ने उसमें उपयोग का अधिकार अर्जित करने का अपना आशय एतद्वारा घोषित किया है ;

बशर्ते कि उक्त भूमि में हितबद्ध कोई व्यक्ति, उक्त भूमि के नीचे पाइपलाइन बिछाने के लिए आक्षेप सक्षम प्राधिकारी, तेल तथा प्राकृतिक गैस आयोग, निर्माण और देखभाल प्रभाग, मकरपुरा रोड, बड़ोबा-9 को इस अधिसूचना की तारीख से 21 दिनों के भीतर कर सकेगा ;

और ऐसा आक्षेप करने वाला हर व्यक्ति विनिश्चितः यह भी कथन करेगा कि क्या यह वह चाहता है कि उसकी सुनवाई व्यक्तिगत रूप से हो या किसी विधि व्यवसायी की माफ़त ।

## अनुसूची

नाडा-1 से जीएनएक्यू जीजीएस तक पाइपलाइन बिछाने के लिए ।

राज्य : गुजरात	जिला : धरुच	तालुका : जंबुसर			
गांव	ब्लॉक नं.	हे.	घार.	सेन्टी.	
1	2	3	4	5	
नाडा	1517	0	00	67	
	1518	0	00	66	
	1464	0	02	68	
	1229	0	01	92	
	1225	0	02	70	
	1223	0	03	40	
	1220	0	02	56	
	1242	0	01	18	
	1088	0	00	54	
	1175	0	00	82	
	1174	0	00	48	
	1173	0	01	02	
	1171	0	01	72	
	1115	0	01	38	
	1117	0	01	76	
	1108	0	01	42	
	1106	0	00	78	
	1105	0	00	38	
	1104	0	00	37	
	1103	0	01	74	

1	2	3	4	5
	1030	0	00	65
	1029	0	00	92
	948	0	01	70
	965	0	00	38
	966	0	00	40
	967	0	00	90
	968	0	01	98
	956	0	02	06

[सं. भो- 12016/75/93-ओ एन जी सी-IV]

एम. माटिन, ईस्ट अधिकारी

New Delhi, the 9th July, 1993

S.O. 1686.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transport of petroleum from NADA-1 to GNAQ GGS in Gujarat State pipeline should be laid by the Oil and Natural Gas Commission ;

And whereas it appears that for the purpose of laying such pipeline, it is necessary to acquire that right of user in the land described in the schedule annexed hereto ;

Now, therefore, in exercise of the powers conferred by sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in the Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Provided that any person interested in the said land may, within 21 days from the date of this notification, object to the laying of the pipeline under the land to the Competent Authority, Oil & Natural Gas Commission, Construction & Maintenance Division, Makarpura Road, Vadodara-390009.

And every person making such an objection shall also state specifically whether he wishes to be heard in person or by legal Practitioner.

## SCHEDULE

## Pipeline From NADA-1 To GNAQ GGS

State : Gujarat District : Bharuch Taluka : Jambhar

Village	Block No.	Hectare	Are	Centi-are
1	2	3	4	5
NADA	1517	0	00	67
	1518	0	00	66
	1464	0	02	68
	1229	0	01	92
	1225	0	02	70
	1223	0	03	40
	1220	0	02	56
	1242	0	01	18
	1088	0	00	54
	1175	0	00	82
	1174	0	00	48
	1173	0	01	02
	1171	0	01	72
	1115	0	01	38
	1117	0	01	76
	1108	0	01	42
	1106	0	00	78

1	2	3	4	5
	1030	0	00	65
	1029	0	00	92
	948	0	01	70
	965	0	00	36
	966	0	00	40
	967	0	00	90
	968	0	01	98
	956	0	02	06

[No. O-12016/75/93-ONG. D.IV]  
M. MARTIN, Desk Officer

नई दिल्ली, 9 जुलाई, 1993

का.पा. 1687.—यतः केन्द्रीय सरकार को यह प्रतीत होता है कि लोकहित में यह आवश्यक है कि गुजरात राज्य में नाडा-1 से जीएनएफ्यू जीपीएस तक पेट्रोलियम के परिवहन के लिये पाइपलाइन तेल तथा प्राकृतिक गैस आयोग द्वारा बिछाई जानी चाहिए ;

और अतः यह प्रतीत होता है कि ऐसी लाइनों को बिछाने के प्रयोजन के लिए एतद्वारा अनुसूची में वर्णित भूमि में उपयोग का अधिकार अर्जित करना आवश्यक है ;

अतः धन पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार ने उसमें उपयोग का अधिकार अर्जित करने का अपना आशय एतद्वारा घोषित किया है ;

बशर्ते कि उक्त भूमि में हितवद्ध कोई व्यक्ति, उस भूमि के नीचे पाइपलाइन बिछाने के लिए आशय सक्षम प्राधिकारी, तेल तथा प्राकृतिक गैस आयोग, निर्माण और वेल्डिंग प्रभाग, मकरपुरा रोड, बड़ोदा-9 को इस अधिसूचना की तारीख से 21 दिनों के भीतर कर सकेगा ;

और ऐसा आशय करने वाला हर व्यक्ति विनिर्दिष्टतः यह भी कथन करेगा कि क्या यह धह चाहता है कि उसकी सुनवाई व्यक्तिगत रूप से हो या किसी विधि व्यवसायी की मार्फत ।

#### अनुसूची

नाडा-1 से जीएनएफ्यू जीपीएस तक पाइपलाइन बिछाने के लिए

राज्य : गुजरात जिला : मरुच तालुका : जंबुसर

गांव	ब्लॉक नं.	हे.	घार.	सेन्टी
1	2	3	4	5
भासारसा	328	0	00	51
	329	0	00	36
	330	0	00	46
	331	0	00	80
	334	0	00	53
	339	0	01	46
	340	0	00	23

1	2	3	4	5
	341	0	00	18
	342	0	00	32
	348	0	00	62
	350 ए/बी	0	02	04
	415	0	03	28
	414	0	00	52
	413	0	00	70
	420	0	02	18
	421	0	01	58
	409	0	00	62
	काटे ट्रेक	0	00	51
	489	0	00	92
	490	0	02	48
	511	0	01	66
	510	0	00	86
	493	0	00	70
	496	0	02	14
	497	0	02	22
	काटे ट्रेक	0	00	40
	562	0	01	62
	563	0	00	75
	561	0	01	82
	566	0	01	70
	काटे ट्रेक	0	01	04
	724	0	02	54
	726	0	51	26

[सं. ओ-12016/75/93-ओ एन जी डी-IV]

एम. मार्टिन, ईएन अधिकारी

New Delhi, the 9th July, 1993

S.O. 1687.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transport of petroleum from NADA-1 to GNAQ GGS in Gujarat State pipeline should be laid by the Oil and Natural Gas Commission ;

And whereas it appears that for the purpose of laying such pipeline, it is necessary to acquire that right of user in the land described in the schedule annexed hereto ;

Now, therefore, in exercise of the powers conferred by sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in the Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein ;

Provided that any person interested in the said land may, within 21 days from the date of this notification, object to the laying of the pipeline under the land to the Competent Authority, Oil and Natural Gas Commission, Construction and Maintenance Division, Makarpura Road, Vadodara-390009 ;

And every person making such an objection shall also state specifically whether he wishes to be heard in person or by legal Practitioner.

#### SCHEDULE

Pipeline From NADA-1 to GNAQ GGS

State : Gujarat District : Bharuch Taluka : Jambusar

Village	Block No.	Hectare Are	Centi-are
1	2	3	4
Aasarsa	328	0	00
	329	0	00

330	0	00	46
331	0	00	80
334	0	00	53
339	0	01	48
340	0	00	23
341	0	00	18
342	0	00	32
348	0	00	62
350/A/B	0	02	04
415	0	03	28
414	0	00	52
413	0	00	70
420	0	02	18
421	0	01	58
409	0	00	62
Cart track	0	00	51
489	0	00	92
490	0	02	48
511	0	01	66
510	0	00	86
493	0	00	70
496	0	02	14
497	0	02	22
Cart track	0	00	40
562	0	01	62
563	0	00	75
561	0	01	82
566	0	01	70
Cart track	0	10	04
724	0	02	54
726	0	51	26

[No. O-12016/76/93-ONG. D.IV]

M. MARTIN, Desk Officer

नई दिल्ली, 9 जुलाई, 1993

का.अ. 1688. —यतः केन्द्रीय सरकार को यह प्रतीत होता है कि लोकहित में यह आवश्यक है कि गुजरात राज्य में नाडा-1 से जीएनएक्यू जीजीएस तक पेट्रोलियम के परिवहन के लिये पाइपलाइन तेल तथा प्राकृतिक गैस आयोग द्वारा बिछाई जानी चाहिए;

और अतः यह प्रतीत होता है कि ऐसी लाइनों को बिछाने के प्रयोजन के लिए एतद्पाबद्ध अनुसूची में वर्णित भूमि में उपयोग का अधिकार अर्जित करना आवश्यक है;

अतः अब पेट्रोलियम और खनिज पाइप लाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार ने उसमें उपयोग का अधिकार अर्जित करने का अपना आशय एतद्द्वारा घोषित किया है;

वर्तते कि उक्त भूमि में हितबद्ध कोई व्यक्ति, उस भूमि के नीचे पाइप लाइन बिछाने के लिए आक्षेप सज्जम प्राधिकारी, तेल तथा प्राकृतिक गैस आयोग, निर्माण और देखभाल प्रभाग, मकरपुरा रोड, बड़ौदा-9 को इस अधिसूचना की तारीख से 21 दिनों के भीतर कर सकेगा;

और ऐसा आक्षेप करने वाला हर व्यक्ति विनिर्दिष्ट: यह भी कथन करेगा कि क्या वह चाहता है कि उसकी सुनवाई व्यक्तिगत रूप से हो या किसी विधि व्यवसायी की मार्फत।

## अनुसूची

नाडा-1 से जी एन ए क्यू जीजीएस तक पाइप लाइन बिछाने के लिए  
राज्य : गुजरात जिला : भरुच तालुका : जंबुसर

गांव	ब्लाक	नं.	हे.	आर	सेंटी
वाँसेटा	286		0	01	25
	287		0	17	40

[सं. ओ-12016/77/93-ओ एन जी-डी-IV]

एम. मार्टिन, डेस्क अधिकारी

New Delhi, the 9th July, 1993

S.O. 1688.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transport of petroleum from NADA-1 to GNAQ GGS in Gujarat State pipeline should be laid by the Oil and Natural Gas Commission;

And whereas it appears that for the purpose of laying such pipeline, it is necessary to acquire that right of user in the land described in the schedule annexed hereto;

Now, therefore, in exercise of the powers conferred by sub-section (1) of the Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in the land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Provided that any person interested in the said land may, within 21 days from the date of this notification, object to the laying of the pipeline under the land to the Competent Authority, Oil & Natural Gas Commission, Construction & Maintenance Division, Makarpura Road, Vadodara-390009;

And every person making such an objection shall also state specifically whether he wishes to be heard in person or by legal Practitioner.

## SCHEDULE

Pipeline From NADA-1 to GNAQ GGS

State : Gujarat District : Bharuch Taluka : Jambusar

Village	Block No.	Hectare	Are	Centi-are
Vanceta	286	0	01	25
	287	0	17	40

[No. O-12016/77/93-ONG. D.IV]

M. MARTIN, Desk Officer

नई दिल्ली, 9 जुलाई, 1993

का.अ. 1689. —यतः केन्द्रीय सरकार को यह प्रतीत होता है कि लोकहित में यह आवश्यक है कि गुजरात राज्य में नाडा-1 से जीएनएक्यू जीजीएस तक पेट्रोलियम के परिवहन के लिये पाइपलाइन तेल तथा प्राकृतिक गैस आयोग द्वारा बिछाई जानी चाहिए।

और अतः यह प्रतीत होता है कि ऐसी लाइनों को बिछाने के प्रयोजन के लिये एतद्पाबद्ध अनुसूची में वर्णित भूमि में उपयोग का अधिकार अर्जित करना आवश्यक है।

अतः अब पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार ने उसमें उपयोग का अधिकार अर्जित करने का अपना आशय एतद्द्वारा घोषित किया है;

बशर्ते कि उक्त भूमि में हितवद्ध कोई व्यक्ति, उस भूमि के नीचे पाइप लाइन बिछाने के लिए आक्षेप सक्षम प्राधिकारी, तेल तथा प्राकृतिक गैस आयोग, निर्माण और देखभाल प्रभाग, मकरपुरा रोड, बड़ोदा-9 को इस अधिसूचना की तारीख से 21 दिनों के भीतर पर सकेगा।

और ऐसा आक्षेप करने वाला हर व्यक्ति विनिर्दिष्टतः यह भी कथन करेगा कि क्या यह वह चाहता है कि उसका सुनवाई व्यक्तिगत रूप से हो या किसी बिधि व्यवसायी का मार्फत।

#### अनुसूची

नाडा-1 से जीएनएक्यू जंज.एस तक पाईप लाइन बिछाने के लिए।

राज्य : गुजरात	जिला : भरुच	ताल्लुका : जंबुसर
कलक	582	0 04 15

[सं. ओ-12016/78/93--ओ एन जं-ई-4]

म. मार्टिन, डेस्क अधिकारी

New Delhi, the 9th July, 1993

S.O. 1689.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transport of petroleum from NADA-1 to GNAQ GGS in Gujarat State pipeline should be laid by the Oil & Natural Gas Commission;

And whereas it appears that for the purpose of laying such pipeline, it is necessary to acquire that right of user in the land described in the schedule annexed hereto;

Now, therefore, in exercise of the powers conferred by sub-section (1) of the Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in the land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Provided that any person interested in the said land may, within 21 days from the date of this notification, object to the laying of the pipeline under the land to the Competent Authority, Oil & Natural Gas Commission, Construction & Maintenance Division, Makarpura Road, Vadodara-390009;

And every person making such an objection shall also state specifically whether he wishes to be heard in person or by legal Practitioner.

#### SCHEDULE

Pipeline From NADA-1 to GNAQ GGS

State : Gujarat District : Bharuch Taluka : Jambusar

Village	Block No.	Heatare	Are	Centi-are
Kalak	582	0	04	15

[No. O-12016/78/93-ONG. D.IV]

M. MARTIN, Desk Officer

नई दिल्ली, 9 जुलाई, 1993

का.प्र. 1690.--यतः केन्द्रीय सरकार को यह प्रतीत होता है कि लोकहित में यह आवश्यक है कि गुजरात राज्य में नाडा-1 से जीएनएक्यू जंज.एस तक पेट्रोलियम के परिवहन के लिये पाइपलाइन तेल तथा प्राकृतिक गैस आयोग द्वारा बिछाई जानी चाहिए।

और यतः यह प्रतीत होता है कि ऐसे लाखों को बिछाने के प्रयोजन के लिये एल्यूमीनियम अनुसूची में वर्णित भूमि में उपयोग का अधिकार अहित करना आवश्यक है।

यतः यह पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार ने उसमें उपयोग का अधिकार अहित करने का अपना आणख्य एवढता घोषित किया है।

बशर्ते कि उक्त भूमि में हितवद्ध कोई व्यक्ति, उस भूमि के नीचे पाइप लाइन बिछाने के लिए आक्षेप सक्षम प्राधिकारी, तेल तथा प्राकृतिक गैस आयोग, निर्माण और देखभाल प्रभाग, मकरपुरा रोड, बड़ोदा-9 को इस अधिसूचना की तारीख से 21 दिनों के भीतर पर सकेगा।

और ऐसा आक्षेप करने वाला हर व्यक्ति विनिर्दिष्टतः यह भी कथन करेगा कि क्या यह वह चाहता है कि उसका सुनवाई व्यक्तिगत रूप से हो या किसी बिधि व्यवसायी के मार्फत।

#### अनुसूची

नाडा-1 से जीएनएक्यू जंज.एस तक पाईपलाइन बिछाने के लिए।

राज्य : गुजरात	जिला : भरुच	ताल्लुका : जंबुसर		
गांव	ब्लाक नं.	है.	घार	सेंटा
1	2	3	4	
टंकारा	खार	0	25	60
	427	0	02	68
	429	0	02	45
	430	0	03	40
	490	0	03	75
	491	0	02	20
	489	0	10	25
	495	0	01	50
	487	0	00	45
	483	0	04	50
	484	0	04	15
	464	0	01	75
	463	0	01	90
	462	0	02	75
	461	0	01	45
	460	0	01	20
	458	0	00	35
	450	0	03	20
	454	0	03	95
	काटेद्रेक	0	01	95
	39	0	05	75
	38/बी	0	02	70
	36	0	03	25
	35	0	01	20
	55	0	06	95
	54	0	02	88
	391	0	03	15
	2335	0	04	50
	672	0	10	75
	1858	0	00	02
	1795	0	00	25
	1796	0	01	45
	1760	0	01	45
	575	0	02	10
	1585	0	20	85

1	2	3	4	5
टंकरी—(समाप्त)	कटे ट्रैक	0	02	80
	2177	0	02	02
	2178	0	02	90
	2180	0	04	85
	2181	0	04	75
	2169	0	02	35
	2168	0	03	40
	2162	0	07	50
	2164	0	07	70
	2159	0	04	70
	2158	0	04	65
	2147/ए/बी	0	01	80
	2146	0	01	65
	2145	0	03	75
	2144	0	02	45
	2148/ए/बी	0	02	10
	2143	0	04	00
	2142	0	07	70
	2141	0	02	25
	2140	0	06	20
	2121	0	07	15
	2121	0	01	65
	2123	0	02	50
	2011	0	05	85
	1939	0	00	25
	1940	0	06	55
	1945	0	01	50
	1941/बी	0	03	45
	1942	0	04	45
	बी. न.	0	01	55
	1935	0	04	25
	1951	0	01	75
	1950	0	06	30
	1959	0	03	45
	1960	0	02	65
	1957	0	02	50
	1961	0	01	85
	1962	0	02	90

[सं. ओ-12016/79/93/ओ.एन.जी.डी-IV]

एम. सार्टीन, डेस्क अधिकारी

New Delhi, the 9th July, 1993

S.O. 1690.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transport of petroleum from NADA-1 to GNAQ GGS in Gujarat State pipeline should be laid by the Oil and Natural Gas Commission.

And, whereas, it appears that for the purpose of laying such pipeline, it is necessary to acquire that right of user in the land described in the Schedule annexed hereto;

Now, therefore, in exercise of the powers conferred by sub-section (1) of the Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in the land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Provided that any person interested in the said land may, within 21 days from the date of this notification, object to

the laying of the pipeline under the land to the Competent Authority, Oil & Natural Gas Commission, Construction & Maintenance Division, Makarpura Road, Vadodra-390009;

And every person making such an objection shall also state specifically whether he wishes to be heard in persons or by legal Practitioner.

## SCHEDULE

Pipeline from NADA-1 to GNAQ GGS

State : Gujarat District : Bharuch Taluka : Jambusar

Village	Block No.	Hectare	Are	Centiare
1	2	3	4	5
Tankari	Khar	0	25	60
	427	0	02	68
	429	0	02	45
	430	0	03	40
	490	0	03	75
	491	0	02	20
	489	0	10	25
	496	0	01	30
	487	0	00	45
	485	0	04	50
	484	0	04	15
	464	0	01	75
	463	0	01	90
	462	0	02	75
	461	0	01	45
	460	0	01	30
	458	0	00	35
	450	0	03	20
	454	0	03	95
	Cart track	0	01	95
	39	0	05	75
	38/B	0	02	70
	36	0	03	25
	35	0	01	20
	55	0	06	95
	54	0	02	88
	391	0	03	15
	2335	0	04	50
	672	0	10	75
	1858	0	00	02
	1795	0	00	25
	1796	0	01	45
	1760		01	45
	575	0	02	10
	1585	0	20	85
	Cart track	0	02	80
	2177	0	02	02
	2178	0	02	90
	2180	0	04	85
	2181	0	04	75
	2169	0	02	35
	2168	0	03	40
	2162	0	07	50
	2164	0	07	70
	2159	0	04	70
	2158	0	01	65
	2147/A/B	0	01	80
	2146	0	01	65
	2145	0	03	75
	2144	0	02	45
	2148/A/B	0	02	10
	2143	0	04	00
	2142	0	07	70

1	2	3	4	5
Tankari—(Consld.)	2141	0	02	25
	2140	0	06	20
	2121	0	07	15
	2122	0	01	65
	2123	0	02	50
	2011	0	05	85
	1939	0	00	25
	1940	0	05	55
	1945	0	01	50
	1941/B	0	03	45
	1942	0	04	45
	B.N.	0	01	55
	1935	0	04	25
	1951	0	01	75
	1950	0	06	30
	1959	0	03	45
	1960	0	02	65
	1957	0	02	50
	1961	0	01	85
	1962		02	90

[No. O-12016/79/93-ONG. D. IV]  
M. MARTIN, Desk Officer.

नई दिल्ली, 9 जुलाई, 1993

का.प्र. 1691.—यतः केन्द्रीय सरकार को यह प्रतीत होता है कि लोकहित में यह आवश्यक है कि गुजरात राज्य में नाडा-1 से जो एन एस्कु जीजीएस तक पेट्रोलियम के परिवहन के लिए पाइपलाइन तेल तथा प्राकृतिक गैस आयोग द्वारा बिछाई जानी चाहिए।

और यतः यह प्रतीत होता है कि ऐसी लाइनों को बिछाने के प्रयोजन के लिये एनएनएन अनुसूची में वर्णित भूमि में उपयोग का अधिकार अर्जित करना आवश्यक है।

अतः अब पेट्रोलियम और खनिज पाइपलाइन भूमि में उपयोग के अधिकार का अर्जन अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा द्वारा प्रदत्त शक्तियों का प्रयोग करने हुए केन्द्रिय सरकार ने उसमें उपयोग का अधिकार अर्जित करने का अपना आग्रह एनएनएन घोषित किया है।

बशर्ते कि उक्त भूमि में हितवृद्ध कोई व्यक्ति, उस भूमि के नीचे पाइप लाइन बिछाने के लिए आक्षेप सक्षम प्राधिकारी, तेल तथा प्राकृतिक गैस आयोग, निर्माण और देखभाल प्रभाग, मकरपुरा रोड, बड़ोदा-9 को इस आग्रहसूचना की तारीख से 21 दिनों के भीतर कर सकेगा।

और ऐसा आक्षेप करने वाला हर व्यक्ति विनिश्चितः यह भी कथन करेगा कि क्या वह यह चाहता है कि उसकी सुनवाई व्यक्तिगत रूप से हो या किसी विधि व्यवसायी की माफ़त।

#### अनुसूची

नाडा-1 से जीएनएस्कु जीजीएस तक पाइपलाइन बिछाने के लिए

राज्य : गुजरात जिला : भरुच तालुका : जंबुसर

गांव	ब्लॉक नं.	हे.	आर.	मंटी
1	2	3	4	5
डोलिया	218	0	03	00
	216	0	04	25
	220	0	14	40
	232	0	00	22
	231	0	01	73

1	2	3	4	5
डोलिया—(समान)	230	0	03	60
	237	0	08	35
	236	0	02	85
	242	0	06	35
	138	0	03	70
	156	0	02	05
	185	0	03	35
	184	0	02	20
	183	0	01	25
	काट्ट्रेक	0	00	75
	375	0	04	20
	380	0	01	70
	381	0	01	95
	378	0	05	05
	377	0	00	15
	384	0	02	65
	394/ए	0	19	35
	392	0	17	40
	393	0	16	60

[सं. 12016/80/93ओएनजीजीIV]

एम. मार्टिन, डेस्क अधिकारी

New Delhi, the 9th July, 1993

S.O. 1691.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transport of petroleum from NADA-1 to GNAQ GGS, in Gujarat State pipeline should be laid by the Oil and Natural Gas Commission.

And whereas it appears that for the purpose of laying such pipeline, it is necessary to acquire that right of user in the land described in the schedule annexed hereto :—

Now, therefore, in exercise of the powers conferred by sub-section (1) of the Section 3 of the Petroleum and minerals Pipeline (Acquisition of Right of User in the land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Provided that any person interested in the said land may, within 21 days from the date of this notification, object to the laying of the pipeline under the land to the Competent Authority, Oil & Natural Gas Commission, Construction & Maintenance Division, Makarpura Road, Vadodara 390009;

And every person making such an objection shall also state specifically whether he wishes to be heard in person or by legal Practitioner.

#### SCHEDULE

Pipeline from NADA-1 to GNAQ GGS.

State : Gujarat District : Bharuch Taluka : Jambusar

Village	Block No.	Hectare	Are	Centi-are
1	2	3	4	5
Dolia	218	0	03	00
	216	0	04	25
	220	0	14	40
	232	0	00	22
	231	0	01	73



1	2	3	4	5
	230	0	03	60
	237	0	08	35
	236	0	02	85
	242	0	06	35
	188	0	03	70
	186	0	02	05
	185	0	03	35
	184	0	02	20
	183	0	01	25
	Cart track	0	00	75
	375	0	04	20
	380	0	01	70
	381	0	01	95
	378	0	05	05
	377	0	00	15
	384	0	02	65
	394/A	0	19	35
	392	0	17	40
	393	0	16	00

[No. O-12015/80/93-ONG. D-IV]

M. MARTIN, Desk Officer.

नई दिल्ली, 19 जुलाई 1993

का. अ. 1692.—यह पेट्रोलियम और खनिज पाइपलाइन भूमि में उपयोग के अधिकार का अधिनियम, 1962 (1962 का 50) की धारा 3 की उप धारा (1) के अधीन भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना का.अ. सं. 1441 तारीख 24-4-92 द्वारा केन्द्रीय सरकार ने उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमियों में उपयोग के अधिकार को पाईपलाइनों के बिछाने के लिए अर्जित करने का अथवा आशय घोषित कर दिया था।

और आगे सभ्य अधिकारी ने उक्त अधिनियम की धारा 6 की उप-धारा (1) के अधीन सरकार को रिपोर्ट दे दी है।

और आगे, यह केन्द्रीय सरकार ने उक्त रिपोर्ट पर विचार करने के पश्चात् इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमियों में उपयोग का अधिकार अर्जित करने का विनिश्चय किया है।

अब, अतः उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्ति का प्रयोग करते हुए केन्द्रीय सरकार, एतद्वारा घोषित करती है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट उक्त भूमियों में उपयोग का अधिकार पाइपलाइन बिछाने के लिए एतद्वारा अर्जित किया जाता है।

और आगे उक्त धारा की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार निर्देश देती है कि उक्त भूमियों में उपयोग का अधिकार केन्द्रीय सरकार से निहित होने की बजाय तेल और प्राकृतिक गैस उपयोग में सभी बाधाओं से मुक्त रूप से घोषणा के प्रकाशन की इस तारीख को विहित होगा।

## अनुसूची

के.एन. के. फेस II का पाइप लाइन बिछाने के लिए

राज्य : गुजरात	जिला : अहमदाबाद	ताल्लुका : दमकोई		
संव	जमाका नं.	हे.	अर.	सेटीयर
1	2	3	4	5
नाउ	431	0	13	00
	433	0	00	70
	434	0	10	80

1	2	3	4	5
	497	0	07	90
	496	0	02	50
	502	0	03	60
	503	0	06	50
	505	0	07	35
	506	0	02	65
	510	0	05	50
	578	0	12	70
	583	0	01	10
	581	0	03	80
	580	0	05	30
	579	0	08	70
	632	0	26	10
	568	0	01	00
	566	0	02	50
	635	0	04	50
	637	0	02	60
	654	0	03	80
	646	0	02	10
	645	0	03	50
	644	0	01	00
	643	0	07	40
	699	0	02	20
	704	0	33	30
	12	0	04	20
	13	0	04	80
	14	0	13	90

[न. ओ-12016/185/91/ओएनजी-सी-4]

एम. मार्टिन, डेस्क अधिकारी

New Delhi, the 19th July, 1993

S.O. 1692.—Whereas by notification of the Government of India in the Ministry of Petroleum & Natural Gas S. O. No. 1441, dated 24-4-1992 under sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government declared its intention to acquire the right of user in lands specified in the schedule appended to that notification for the purpose of laying pipeline.

And whereas the Competent Authority has under sub-section (1) of the Section 6 of the said Act, submitted report to the Government;

And further whereas the Central Government has, after considering the said report decided to acquire the right of user in the lands in the Schedule appended to this notification;

Now, therefore, in exercise of the power conferred by sub-section (1) of the Section 6 of the said Act the Central Government hereby declares that the right of user in the said land specified in the schedule appended to this notification hereby acquired for laying the pipeline;

And further in exercise of power conferred by sub-section (4) of the section, the Central Government directs that the right of user in the said lands shall instead of vesting in Central Government vests on this date of the publication of this declaration in the Oil & Natural Gas Commission free from encumbrances;

## SCHEDULE

## Pipeline for K.N.K. Phase II

State : Gujarat District : Ahmedabad Taluka : Dascroi

Village	Block No.	Hectare	Are	Centi- are
1	2	3	4	5
Naz	431	0	13	00
	433	0	00	70
	434	0	10	80
	497	0	07	90
	496	0	02	50
	502	0	03	60
	503	0	06	50
	505	0	07	35
	506	0	02	65
	510	0	05	50
	578	0	12	70
	583	0	01	10
	581	0	03	80
	580	0	05	30
	579	0	08	70
	632	0	26	10
	568	0	01	00
	566	0	02	50
	635	0	04	50
	637	0	02	60
	654	0	03	80
	646	0	02	10
	645	0	03	50
	644	0	01	00
	643	0	07	40
	699	0	02	20
	704	0	33	30
	12	0	04	20
	13	0	04	80
	14	0	15	30

[No. O-12016/185/91 ONC. D-IV]

M. MARTIN, Desk Officer.

गई दिल्ली, 19 जुलाई, 1993

का. प्रा. 1693-यतः पेट्रोलियम और खनिज पाईपलाइन भूमि में उपयोग के अधिकार का अधिनियम 1962 (1962 का 50) की धारा 3 की उपधारा (1) के अधीन भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना का. प्रा. सं० 2034 ता. 14 जुलाई, 1992 द्वारा केन्द्रीय सरकार ने उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमियों में उपयोग के अधिकार को पाईपलाइनों को बिछाने के लिए अधिष्ठापन करने का अथवा प्राथम्य प्रेषित कर दिया था।

और यतः सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन सरकार को रिपोर्टें दे दी हैं।

और प्रागे, यतः केन्द्रीय सरकार ने उक्त रिपोर्टें पर विचार करने के पश्चात् इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमियों के उपयोग का अधिकार अधिष्ठित करने का विनिश्चय किया है।

अब, यतः उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्ति का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा घोषित करती है कि इस अधिसूचना में संलग्न अनुसूची में विनिर्दिष्ट उक्त भूमियों में उपयोग का अधिकार पाईपलाइन बिछाने के प्रयोजन के लिए एतद्वारा अधिष्ठित किया जाता है।

और प्रागे उस धारा की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार निम्नलिखित है कि उक्त भूमि में उपयोग का अधिकार केन्द्रीय सरकार में विहित होने की बजाय सेन और प्राकृतिक गैस आयोग में सभी बाधाओं से मुक्त रूप में घोषणा के प्रकाशन की इस तारीख को निहित होगा।

## अनुसूची

नामा-1 से जी एन ए क्यू तक पाईपलाइन बिछाने के लिए।

राज्य : गुजरात

जिला : सरच

तालुका : जंबुसर

गांव	ब्लॉक नं०	हे.	आर	सेन्टी
वसिटा	293/ए	0	10	20
	295	0	05	20
	294	0	05	85
	287	0	52	50
	286	0	31	50

[सं. ओ०-12016/65/92-ओ एन जी सी-4]

एम. मार्टिन, डेस्क अधिकारी

New Delhi, the 19th July, 1993

S.O. 1693.—Whereas by notification of the Government of India in the Ministry of Petroleum & Natural Gas S. O. No. 2034, dated 14-7-1992 under sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government declared its intention to acquire the right of user in lands specified in the schedule appended to that notification for the purpose of laying pipeline.

And therefore, in exercise of the power conferred by sub-section (1) of the Section 6 of the said Act, submitted report to the Government ;

And further whereas the Central Government has, after considering the said report decided to acquire the right of user in the lands in the Schedule appended to this notification ;

Now therefore, in exercise of the power conferred by sub-section (1) of the Section 6 of the said Act the Central Government hereby declares that the right of user in the said land specified in the schedule appended to this notification hereby acquired for laying the pipeline;

And further in exercise of power conferred by sub-section (4) of the section, the Central Government directs that the right of user in the said lands shall instead of vesting in Central Government vests on this date of the publication of this declaration in the Oil & Natural Gas Commission free from encumbrances.

## SCHEDULE

## Pipeline from NADA-1 to GNAQ

State : Gujarat District : Bharuch Taluka : Jambusar

Village	Block No.	Hectare	Are	Centi- are
1	2	3	4	5
Vanseta	293/A	0	10	20
	295	0	05	20
	294	0	05	85
	287	0	52	50
	286	0	31	50

[No. O-12016/65/92 ONC. D-IV]

M. MARTIN, Desk Officer.

नई दिल्ली, 19 जुलाई, 1993

का. आ. 1694--यतः पेट्रोलियम और खनिज पाईपलाईन भूमि में उपयोग के अधिकार का अर्थ अधिनियम 1962 (1962 का 50) की धारा 3 की उपधारा (1) के अधीन भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना का. आ. सं. 2035 तारीख 14 जुलाई 1992 द्वारा केन्द्रीय सरकार ने उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमियों में उपयोग के अधिकार को पाईपलाईनों को बिछाने के लिए अर्जित करने का अर्थात् आशय धोषित कर दिया था।

और यतः सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन सरकार को रिपोर्ट दे दी है।

और आगे, यतः केन्द्रीय सरकार ने उक्त रिपोर्ट पर विचार करने के पश्चात् इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमियों में उपयोग का अधिकार अर्जित करने का विनिश्चय किया है।

अब, अतः उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा घोषित करती है कि इस अधिसूचना में संलग्न अनुसूची में विनिर्दिष्ट उक्त भूमि में उपयोग का अधिकार पाईपलाईन बिछाने के प्रयोजन के लिए एतद्वारा अर्जित किया जाता है।

और आगे उस धारा की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार निवेदन देती है कि उक्त भूमियों में उपयोग का अधिकार केन्द्रीय सरकार में निहित होने की बजाय तेल और प्राकृतिक गैस प्रायोग में सभी बाधाओं से मुक्त रूप से घोषणा के प्रकाशन की इस तारीख को निहित होगा।

अनुसूची

गांव	ब्लॉक नं.	हे.	आर.	सें.
कलक	532	0	10	00
	581	0	20	00

[सं. ओ-12016/66/92-ओ एन जी डी-IV]

एम. मार्टिन, डेस्क अधिकारी

New Delhi, the 19th July, 1993

S.O. 1694.—Whereas by notification of the Government of India in the Ministry of Petroleum & Natural Gas S.O. No. 2035, dated 14-7-1992 under sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government declared its intention to acquire the right of user in lands specified in the schedule appended to that notification for the purpose of laying pipeline.

And whereas the Competent Authority has under sub-section (1) of the Section 6 of the said Act, submitted report to the Government;

And further whereas the Central Government has, after considering the said report decided to acquire the right of user in the lands in the Schedule appended to this notification;

Now, therefore, in exercise of the power conferred by sub-section (1) of the Section 6 of the said Act the Central Government hereby declares that the right of user in the said land specified in the schedule appended to this notification hereby acquired for laying the pipeline;

And further in exercise of power conferred by sub-section (4) of the section, the Central Government directs that the right of user in the said lands shall instead of vesting in Central Government vests on this date of the publication of

this declaration in the Oil & Natural Gas Commission free from encumbrances.

## SCHEDULE

Pipeline from NADA-1 to GNAQ

State : Gujarat	District : Bharuch	Taluka : Jamnagar		
Village	Block No.	Hectare	Are	Centi-are
Kalak	582	0	10	00
	581	0	20	00

[No. O-12016/66/92 ONG. D-IV]

M. MARTIN, Desk Officer.

नई दिल्ली, 19 जुलाई, 1993

का. आ. 1695--यतः पेट्रोलियम और खनिज पाईपलाईन भूमि में उपयोग के अधिकार का अर्थ अधिनियम 1962 (1962 का 50) की धारा 3 की उपधारा (1) के अधीन भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना का. आ. सं. 2036 तारीख 14-7-92 द्वारा केन्द्रीय सरकार ने उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमियों में उपयोग के अधिकार को पाईपलाईनों को बिछाने के लिए अर्जित करने का अर्थात् आशय धोषित कर दिया था।

और यतः सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन सरकार को रिपोर्ट दे दी है।

और आगे, यतः केन्द्रीय सरकार ने उक्त रिपोर्ट पर विचार करने के पश्चात् इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमियों में उपयोग का अधिकार अर्जित करने का विनिश्चय किया है।

अब, अतः उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा घोषित करती है कि इस अधिसूचना में संलग्न अनुसूची में विनिर्दिष्ट उक्त भूमियों में उपयोग का अधिकार पाईपलाईन बिछाने के प्रयोजन के लिए एतद्वारा अर्जित किया जाता है।

और आगे उस धारा की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार निवेदन देती है कि उक्त भूमियों में उपयोग का अधिकार केन्द्रीय सरकार में निहित होने की बजाय तेल और प्राकृतिक गैस प्रायोग में सभी बाधाओं से मुक्त रूप से घोषणा के प्रकाशन की इस तारीख को निहित होगा।

अनुसूची

नाडा -1 से जी एन ए क्यू तक पाईप लाईन बिछाने के लिए।

गांव	ब्लॉक नं.	हे.	आर.	सेण्टी
1	2	3	4	5
डोलया	218	0	09	75
	216	0	12	75
	220	0	44	10
	233	0	05	15
	233	0	09	99
	237	0	26	10
	235	0	08	70

1	2	3	4	5
	242	0	20	25
	188	0	09	45
	186	0	06	60
	185	0	09	60
	184	0	07	05
	182+183	0	03	15
	कर्ट ट्रैक	0	02	70
	379	0	05	97
	380	0	09	61
	381	0	08	18
	378	0	13	37
	384	0	10	05
	394/A	1	23	00
	392	0	54	00
	393	0	45	00

[सं. अं-12016/67/92-एन जं बी-IV]

एम. मार्टिन, डेस्क अधिकारी

New Delhi, the 19th July, 1993

S.O. 1695.—Whereas by notification of the Government of India in the Ministry of Petroleum & Natural Gas S. O. No. 2036, dated 14-7-1992 under sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government declared its intention to acquire the right of user in lands specified in the schedule appended to that notification for the purpose of laying pipeline.

And whereas the Competent Authority has under sub-section (1) of the Section 6 of the said Act, submitted report to the Government;

And further whereas the Central Government has, after considering the said report decided to acquire the right of user in the lands in the Schedule appended to this notification;

Now therefore, in exercise of the power conferred by sub-section (1) of the Section 6 of the said Act the Central Government hereby declares that the right of user in the said lands specified in the schedule appended to this notification hereby acquired for laying the pipeline;

And further in exercise of power conferred by sub-section (4) of the section, the Central Government directs that the right of user in the said lands shall instead of vesting in Central Government vests on this date of the publication of this declaration in the Oil & Natural Gas Commission free from encumbrances.

## SCHEDULE

Pipeline from NADA-1 to GNAQ

State : Gujarat	District : Bhatuch	Taluka : Jambusar		
Village	Block No.	Hectare	Ac	Centi-arc
1	2	3	4	5
Dolia	218	0	09	75
	216	0	12	75
	220	0	44	10
	232	0	05	25
	233	0	09	90
	237	0	26	10
	236	0	08	70

1	2	3	4	5
	242	0	20	25
	188	0	09	45
	186	0	06	60
	185	0	06	60
	184	0	07	05
	182+183	0	03	15
	Cart track	0	02	70
	379	0	05	97
	380	0	09	61
	381	0	08	18
	378	0	13	37
	384	0	10	05
	394/A	0	23	00
	392	0	54	00
	393	0	45	00

[No. O-12016/67/92-ONG. D.-IV]

M. MARTIN, Desk Officer.

नई दिल्ली, 19 जुलाई, 1993

का. आ. 1696—केन्द्रीय सरकार, पेट्रोलियम और मिनरल पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 2 के खंड (क) के अनुसरण में श्री. पी. के. सुब्बाया को जो मंगलोर रिफाइनरी और पेट्रो-कैमिकल्स लिमिटेड से प्रतिनियुक्ति पर विशेष भूमि अर्जन अधिकारी है, उक्त अधिनियम के अर्जन करने के राज्य के राज्य क्षेत्र के भारत सरकार के कर्तव्यों का पालन करने के लिए प्राधिकृत करता है।

[सं. आ. 30027/13/91-ओ. आर.-II]

कुलदीप सिंह, अवर सचिव

New Delhi, the 19th July, 1993

S.O. 1696.—In pursuance of clause (a) of section 2 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962) the Central Government hereby authorises Shri P. K. Subhaiah, Special Land and Acquisition Officer on deputation with, Mangalore Refinery and Petro-Chemicals Limited, to perform the functions of the competent authority under the said Act, within the territory of State of Karnataka.

[No. R-30027/13/91-OR-III]

KULDIP SINGH, Under Secy.

रमयान एवं उर्बरक मंत्रालय

(उर्बरक विभाग)

नई दिल्ली, 20 जुलाई, 1993

का. आ. 1697—केन्द्रीय सरकार, सरकारी स्थान (अप्राधिकृत अधिभोगियों की बेदखली अधिनियम 1971 (1971 का 40) की धारा 3 द्वारा प्रदत्त शक्तियों का प्रयोग करने हुए भारत सरकार के निर्माण और आवास मंत्रालय की अधिसूचना सं. का. आ. 870 तारीख 3 मार्च 1972 में निम्नलिखित संशोधन करती है, अर्थात् :-

उक्त अधिसूचना में नीचे की मारणा में क्रम सं. 9 के सामने स्तंभ (1) में प्रविष्टि के स्थान पर निम्नलिखित प्रविष्टि रखी जाएगी, अर्थात् :-

“उा महाप्रबन्धक -II

सिन्धरी यूनिट

फर्टिलाइजर कार्पोरेशन आफ इंडिया लिमिटेड”

[फा सं. 76/3/93-एफ बी सी]

राकेश कपूर, निदेशक

## MINISTRY OF CHEMICALS AND FERTILIZERS

(Department of Fertilizers)

New Delhi, the 20th July, 1992

S.O. 1697.—In exercise of the powers conferred by section 3 of the Public Premises (Eviction of Unauthorised Occupants) Act, 1971 (40 of 1971), the Central Government hereby makes the following amendments in the notification of the Government of India in the Ministry of Works and Housing, No. S.O. 870, dated the 3rd March, 1971, namely :—

“Deputy General Manager-II,  
Sindri Unit,  
Fertilizers Corporation of India Ltd.”

[F. No. 76/3/93-FDCI]

RAKESH KAPUR, Director.

Foot Note: Gazette Notification No. S.O. 870, dated 3-3-1972 of Ministry of Works and Housing and subsequent amendment vide Gazette Notification of Ministry of Chemicals and Fertilizers No. 4586, dated 21-8-1985 refers.

शहरी विकास मंत्रालय

(निर्माण प्रभाग)

नई दिल्ली, 14 जुलाई, 1993

का. आ. 1698.—राजघाट समाधि अधिनियम, 1951 (1951 का 41) के खंड-4 के उपखंड (1) और (2) के साथ पठित खंड-3 के द्वारा प्रदत्त शक्ति का प्रयोग करते हुए, केन्द्र सरकार श्री सार्दिक अली को प्रो. एन. जी. रंगा, जिनका त्यागपत्र स्वीकार किया गया है, के स्थान पर राजघाट समाधि समिति का एतद्द्वारा अधक्ष निरूपण करती है।

[स. 25011/7/85-डब्ल्यू-3]

वी.वी. रामनाथन, अवसर सचिव

## MINISTRY OF URBAN DEVELOPMENT

(Works Division)

New Delhi the 14th July, 1993

S.O. 1698.—In exercise of the powers conferred by Section 3 read with sub-sections (1) and (2) of Section 4 of the Rajghat Samadhi Act, 1951 (41 of 1951) and the Central Government hereby appoints Sadiq Ali as Chairman of the Rajghat Samadhi Committee in place of Prof. N. G. Ranga whose resignation has been accepted.

[No. 25011/7/85-W3]

V. V. RAMANATHAN, Under Secy.

दिल्ली विकास प्राधिकरण

सार्वजनिक सूचना

नई दिल्ली, 28 जुलाई, 1993

का. आ. 1699.—केन्द्रीय सरकार का दिल्ली की सुधार योजना/क्षेत्रीय विकास योजना में निम्नलिखित संशोधन करने का प्रस्ताव है, जिसे एतद्द्वारा जनता की जानकारी के लिए प्रकाशित किया जाता है। यदि किसी व्यक्ति को प्रस्तावित संशोधन के संबंध में कोई आपत्ति हो, कोई सुझाव देना हो, या वह अपनी आपत्ति, सुझाव सचिव, दिल्ली विकास प्राधिकरण, विकास वित्त, “बी” ब्लाक, आई. एन. ए., नई दिल्ली को इस नोटिस की तिथि से 30 दिन के अन्दर लिखित रूप में ज्ञेय करना है। आपत्ति करने, सुझाव देने वाले व्यक्ति अपना नाम और पता भी दें।

संशोधन

1. 2.4 हेक्टेयर (5.92 एकड़) क्षेत्रफल के भूमि उपयोग को जोकि उप जोन ड-13 (पड़पड़-गंज क्षेत्र) में आता है और उत्तर में मयूर विहार फाइट-3 (दि. वि. प्र. समूह आवाग), दक्षिण पूर्व में बायर-मैन स्टेशन और पश्चिम में 30 मी. चौड़ी सड़क के द्वारा घिरा है, “मनोरंजनात्मक” से सार्वजनिक एवं अर्ध-सार्वजनिक सुविधाओं में परिवर्तित किए जाने का प्रस्ताव है।

2. लगभग 4.00 हेक्टेयर (9.84 एकड़) क्षेत्रफल के भूमि उपयोग को, जोकि उप जोन ई-21 (कोइली धरोहर क्षेत्र) में पड़ता है और जो उत्तर और दक्षिण में “मनोरंजनात्मक क्षेत्र” पूर्व में दिल्ली उत्तर प्रदेश सीमा से, पश्चिम में 45 मी. चौड़ी मार्गविकास (सुझा योजना) सड़क से घिरा हुआ है, “मनोरंजनात्मक” से “सार्वजनिक एवं अर्ध-सार्वजनिक सुविधाओं” (सी. आर. पी. एफ. बटावियनस) में परिवर्तित किए जाने का प्रस्ताव है।

3. उप जोन एफ-9 (एम.ओ. मार. फाइट नं. 49, 58 और 104 कालकाजी) में आने वाला 6.1 हेक्टेयर (15.07 एकड़) क्षेत्रफल के भूमि उपयोग को निम्नलिखित विवरण के अनुसार “मनोरंजनात्मक” से “आवासीय” में परिवर्तित किए जाने का प्रस्ताव है :—

(1) फाइट नं. 49 जोकि उत्तर में जिला पार्क, दक्षिण में एम. ओ. मार. फाइट नं. 104, पूर्व में जिला पार्क और पश्चिम में अवासीय क्षेत्र एवं स्कूल से घिरी हुई है।

(2) फाइट नं. 58, जो कि उत्तर में जिला पार्क, दक्षिण में “लाईट मैनुफैक्चरिंग” पूर्व में 45 मी. (150') चौड़ी सड़क और पश्चिम में एम. ओ. मार. फाइट नं. 104 से घिरी हुई है।

(3) एम. ओ. मार. फाइट नं. 104, जो कि उत्तर में एम. ओ. मार. फाइट, दक्षिण में “आवासीय क्षेत्र” पूर्व में “लाईट मैनुफैक्चरिंग” एवं मनोरंजनात्मक और पश्चिम में आवासीय एवं 18 मी. (60') चौड़ी सड़क से घिरी हुई है।

4. उप-जोन एक-11 (आई. आई. टी.) और कटवागिया सराय में आने वाले लगभग 0.937 हेक्टेयर (2.31 एकड़) क्षेत्रफल के भूमि उपयोग को जोकि उत्तर तथा पश्चिम में एन. सी. ई. आर. टी. मार्ग, पूर्व में महरोली रोड एवं सड़कों की साथ और दक्षिण में अरविन्द आश्रम से घिरा हुआ है, “सार्वजनिक एवं अर्ध-सार्वजनिक सुविधाओं” से “आवासीय” में परिवर्तित किए जाने का प्रस्ताव है।

5. नेब सराय और मैदानवाडी गांवों को जोड़ने वाले, पूर्वी परिवार के साथ विद्यमान नाला एवं पक्कर लाईन, उत्तरी दिशा में पक्कर को खान और पश्चिम में गुरु और अमिन्व क्षेत्र से घिरी हुई सड़क के पश्चिम में लगभग 8.1 हेक्टेयर (20 एकड़) क्षेत्र का भूमि उपयोग “मनोरंजनात्मक” (क्षेत्रीय पार्क) से “सार्वजनिक एवं अर्ध-सार्वजनिक सुविधाओं” (अस्पताल), में परिवर्तित किया जाता प्रस्तावित है।

6. प्रस्तावित गंगावाली से आने वाले नाले निरोधक के लिए सभी कार्य दिनों में उद्युक्त अधिकारियों के द्वारा उत्तरिचक्र, सूचना संकलन अनुभाग, नयी मंजिल, विकास मंत्रालय, आई पी एस्टेट, दिल्ली के कार्यालय में उपलब्ध रहेंगे।

[नं० एक० 20 (1)/93 एन पी]

रणवीर सिंह, सचिव

## DELHI DEVELOPMENT AUTHORITY

## PUBLIC NOTICE

New Delhi, the 28th July, 1993

S.O. 1699.—The following modification, which the Central Government proposes to make in the Master Plan/Zonal Development Plan for Delhi, are hereby published for public information. Any person having any objection/suggestion with respect to the proposed modifications may send the objection/suggestion in writing to the Secretary, Delhi Development Authority, Vikas Sadan, 'B' Block, INA, New Delhi within a period of 30 days from the date of this notice. The person making the objection/suggestion should also give his name and address.

## MODIFICATIONS :

1. The land use of an area measuring 2.4 ha. (5.92 acres), falling in sub-zone E-13 (Patparganj Area), bounded by Mayur Vihar Pocket III (DDA Group Housing) in the North, Wireless Station in the South-East and 30 mtrs. wide road in the west, is proposed to be changed from 'recreational' to 'public and semi-public facilities'.
2. The land use of an area measuring about 4.00 ha. (9.8 acres) falling in sub-zone E-21 (Kondli-Gharoli Area), bounded by 'Recreational area' in the North and South, Delhi U.P. Boundary in the East, and 45 mtrs. r/w (Master Plan Road) in the West is proposed to be changed from 'Recreational' to 'Public and semi-public facilities' (CRPF Battalions).
3. The land use of the area measuring 6.1 ha. (15.07 acres) falling in sub-zone F-9 (MOR Pocket Nos. 49, 58 and 104 Kalkaji), is proposed to be changed from 'Recreational' to 'Residential' as per the details below :
  - (i) Pocket No. 49, bounded by District Park in the North, MOR pocket No. 104 in the South, District Parks in the East and 'residential area' and school in the West.
  - (ii) Pocket No. 58, bounded by District Park in the North, 'light manufacturing' in the South, 45m. (150') wide road in the East and MOR pocket No. 104 in the West.
  - (iii) MOR Pocket No. 104, bounded by MOR pocket in the North, 'residential area' in the South, 'light manufacturing' and 'recreational' in the East and 'residential' and 18 m (60' wide) road in the west.
4. The land use of an area measuring about 0.937 ha. (2.31 acres) falling in sub-zone F-11 (IIT and Katwaria Sarai Area), bounded by NCERT boundary in the North and West, Mehrauli Road and Adchini Village in the East and Aurobindo Ashram in the South, is proposed to be changed from 'public and semi-public facilities' to 'residential'.
5. The land use of an area, measuring 8.1 ha. (20 acres) in the west of road, connecting Nebsarai and Maidangarhi Village, existing pond and power line along the eastern periphery, abounded stone quarries in the Northern side and open and unbuilt area in the west is proposed to be changed from 'recreational' (regional park) to 'public and semi public facilities' (Hospital).

The plans indicating the proposed modifications will be available for instruction at the office of the Deputy Director, Master Plan Section, Vikas Minar, 6th floor, IP Estate Delhi, on all working days within the period referred to above.

[No. F. 20(1)/93-MP]

RANBIR SINGH, Secy.

रेल मंत्रालय

(रेलवे बोर्ड)

नई दिल्ली, 20 जुलाई, 1993

का.आ. 1700.—राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम 10 के उपनियम (2) और (4) के अनुसरण में, रेल मंत्रालय, रेलवे बोर्ड, भारतीय रेल सिविल इंजीनियरी संस्थान, पुणे को, जहाँ कर्मचारियों ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है, अधिसूचित करता है।

[सं. हिन्दी-93/रा.भा-I/12/6]

मसीहुज्जमा, सचिव, रेलवे बोर्ड

## MINISTRY OF RAILWAYS

(Railway Board)

New Delhi, the 20th July, 1993

S.O. 1700.—In pursuance of sub-rule (2) and (4) of Rule 10 of the Official Language Use for the Official purposes of the Union) Rules, 1976, the Ministry of Railways (Railway Board) hereby notify the Office of Indian Railway, Institute of Civil Engineering, Pune where the staff have acquired the working knowledge of Hindi.

[No. Hindi-93/OL-I/12/6]

MASIHUZZAMAN, Secy., Railway Board  
& Ex. Officio Addl. Secy.

श्रम मंत्रालय

नई दिल्ली, 12 अप्रैल, 1993

का.आ. 1701.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, व्हील एण्ड एक्सल प्लांट, बंगलूर के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निहित औद्योगिक विवाद में केन्द्रीय सरकार, औद्योगिक अधिकरण, बंगलूर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 6-4-93 को प्राप्त हुआ था।

[सं. एन-41012/12/88-डी-2 (बी) (भाग)]

बी.एम.डेविड, डेस्क आफिसर

## MINISTRY OF LABOUR

New Delhi, the 12th April, 1993

S.O. 1701.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Bangalore as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Wheel and Axle Plant, Yelahanka, Bangalore and their workmen, which was received by the Central Government on 6-4-1993.

[No. L-41012/12/88-D II(B)(Pt.)]

B. M. DAVID, Desk Officer

## ANNEXURE

BEFORE THE CENTRAL GOVT. INDUSTRIAL  
TRIBUNAL-CUM-LABOUR COURT, BANGALORE

Dated this 26th day of March 1993

## PRESENT:

Shri M. B. Vishwanath, B.Sc., B.L. Presiding Officer,  
Central Reference No. 62/88

## I Party

Sh. T. Prabhakar. No. 200, 14th Street main, Subra-  
manyannagar, Bangalore-560021.

V/a.

## II party

The General Manager, Wheel and Axle Plant, Yelahanka,  
Bangalore-560064.

## AWARD

In this reference made by the Hon'ble Central Government under its order No. L-41012/12/88-D.II(B) Dt. 14-10-1988, under Sec. 10(2A)(1)(d) of I.D. Act, the point for adjudication as per schedule to reference after incorporating corrigendum is :

"Is the management of Wheel and Axle Plant, Yelahanka, Bangalore justified in removing from service Sh. T. Prabhakar, workman with effect from 31-8-1985? If not to what relief the workman is entitled to?"

2. The case of the I party workman as per claim statement is :

The I party workman was working as a Luscar from 23-8-1982 and was drawing a salary of Rs. 660 per month forwards his wages. The I party workman was kept under suspension by letter dt. 31-8-85 w.e.f. 31-8-85. The I party workman was served with letter dt. 16-11-85 calling upon him to submit explanation as to why disciplinary action should not be taken against him. The I party submitted explanation dt. 26-11-85 denying the charges levelled against him. The I party requested the management to give him a copy of the complaint. The II party has put off the I party from duty as per order dt. 31-8-85. The II party once again gave the letter dt. 21/27-1-86 alleging certain charges against I party and calling him to submit explanation. The I party submitted his explanation dt. 3-2-86 to the Asst. Works Manager denying all the allegations. The I party was under confusion whether he was suspended or terminated from service. So he got issued a legal notice. The II party did not reply to the legal notice. The I party raised the Industrial dispute before the R.L.C.

3. The action of the II party management in terminating the services of the I party workman w.e.f. 31-8-85 by letter dt. 21-1-86 read with order dt. 31-8-85 is illegal. The issue of letter dt. 21/27-1-86 is invalid and vague. The II party has not conducted any inquiry against the I party workman, though he had denied all the charges. The termination of the services of the I party is thoroughly illegal. The termination order, without holding the inquiry, casts stigma on the I party. The order of termination cannot be sustained and is illegal because it has not been passed by competent authority. The II party has committed unfair labour practice. The order of termination amounts to retrenchment as defined under Sec. 2(oo) of I.D. Act. The II party has not complied with the provisions of Sec. 25 F of the I.D. Act. The I party has worked continuously for more than 240 days. The I party is entitled to be reinstated w.e.f. 31-8-85, with continuity of service and full back wages.

4. In the written statement (styled objections) the II party has contended :—

The I party was a casual labourer in the plant during project time. He was not conferred with temporary status. His

removal from service w.e.f. 31-8-85 is purely for deserting the works spot without permission of the concerned authority. The I party cannot be termed as a railway servant. According to the Indian Railways Act casual labourer is not a railway servant. The I party was engaged as a casual labourer on 21-3-82 and on daily rates of wages and he was working as luscar till 31-8-85. By mistake the letter was issued to I party intimating him that he was suspended. But this was subsequently corrected to read as "put off" duty. No subsistence allowance is admissible to casual labourers. Since the I party was only a casual labourer, not coming under the provisions of D and A rules, the question of conducting inquiry does not arise.

5. The Asst. Works Manager is the competent authority to take disciplinary action. The Asst. Works Manager and then the Works Manager are the competent authorities have scrutinised the explanation given by the I party and finally passed the orders removing the I party from work. It was intimated to the I party by registered post. Thus the I party has been put off from work for his absence and misbehaviour. The action taken by the II party is legal. The absence of I party from works spot was unauthorised. The I party was provided with an opportunity to offer his explanation for his unauthorised absence and misbehaviour. After carefully scrutinising the explanation given by him, action was taken to remove him from work. This action is legal. The allegation of victimisation and unfair labour practice are baseless. The I party has been put off from duty. The engagement of I party was seasonal and his appointment seized automatically after the completion of the work. Since the I party was a casual labourer, Sec. 25-F of the I.D. Act is not applicable. There is no retrenchment. The reference has to be rejected.

5. My Learned Predecessor has framed the following two issues on 15th February, 1989 in addition to the issue covered by the reference :—

1. Whether the II party proves that it is not a case of termination of service, but that it is a case of appointment automatically ceasing, for absence?
2. Whether the I party proves that he has been victimised, as contended in para 15 of the claim statement?

6. On behalf of the II party M.W. 1 P. V. R. Murthy, Chief Vigilance Inspector who was working as the shift incharge in the II party plant at the relevant time and M.W. 2 Sucheendra, Shop Superintendent have been examined. On behalf of the I party workman W.W. 1 Ravindranath, former maintenance worker in the II party and the I party have been examined.

7. A bona fide mistake which has been committed should be noted at the outset. It is seen that during my Predecessor's time when M.W. 1 was cross-examined on 5th June, 1989 Exs. W. 1 to W.3 have been marked. When W.W. 2 was recalled and examined on 1st May, 1991, Exs. W. 1 to W. 13 have been marked. This means that there are two sets of Exs. W.1 to W.3. To prevent confusion Exs. W.1 to 3 marked on 1st May, 1991 are now during the course of this award marked as Ex. W.1(a), W. 2(a) and W. 3(b).

8. It is clear from Ex. M. 3 dated 30th/31st August, 1985 that I party workman was suspended from duty on 31st August, 1985 from 2.30 Hrs. Ex. M. 6 is office memo dated 21st January, 1986 in which the I party workman has been directed to read 'suspended' in Ex. M. 3 as "put off duty". When I party was first suspended and then it was corrected to say that he was put off duty, it is difficult to say that the case of I party comes under appointment automatically ceasing for absence. So I hold issue No. 1 against the II party.

9. There is absolutely no evidence to show that the I party has been victimised. I hold issue No. 2 against the I party.

10. M.W. 1 P. V. R. Murthy, Chief Vigilance Inspector has stated in his evidence that the I party workman was engaged as a casual labourer on daily wages. He was taken on duty on 3rd August, 1982. In cross-examination he has stated that Ex. W. 1 is the communication of appointment order. He has stated that the appointment of I party workman was casual and seasonal. Ex. W. 1 marked on 5th June, 1989 shows that I party workman was directed to report for duty on 23rd August, 1982. He was taken on rolls from 23rd

August, 1982 as lascar at Rs. 4 per day. There is nothing in Ex. W. 1 to suggest that I party was employed for a specific seasonal purpose for a particular project.

11. It is the case of the I party that he has worked for more than 240 days. M.W. 1 has stated in his cross-examination that it is possible that from 23rd August, 1982 till 31st August, 1985 I party has continuously worked. The II party has not placed any material to show that there was any break. It can be safely taken that the I party workman has worked for more than 240 days continuously in a year.

12. In the circumstances of the case we have to take Ex. M. 3 read with M. 5 (PUT OFF DUTY) as the order terminating the services of the I party workman. I will come to what exactly "PUT OFF DUTY" means later. Sec. 2(oo) of I.D. Act defines retrenchment. Retrenchment means the termination by the employer of a workman for any reason whatsoever. Sec. 25-F of I.D. Act says that no workman employed in any industry who has been in continuous service for not less than one year shall be retrenched unless (a) the workman has been given one month's notice in writing indicating the reasons for retrenchment or the workman has been paid in lieu of such notice wages for the period of notice, (b) the workman has been paid at the time of retrenchment compensation which shall be equivalent to fifteen days average pay (c) notice in the prescribed manner is served on the appropriate Government. In the instant case, admittedly, the conditions contemplated under Section 25-F have not been complied with. I say this because the termination, in any of the service of I party amounts retrenchment because he had worked for more than 240 days as defined under Sec. 25B(2)(ii) of the I.D. Act. For these reasons the I party workman has to be reinstated.

13. I have come to the conclusion that the I party workman had worked for more than 240 days continuously in a year. This means that he had worked for more than 4 months without break. As per Rule 2(i) of the Rules regulating recruitment another service conditions of casual labour and substitutes, governing the Southern Railways, a casual labourer who works for more than 4 months without a break gets temporary status after expiry of 4 months of continuous employment. Ex. W.2(a) which is the list of daily rated ELR staff found suitable for absorption also shows that I party had acquired temporary status for absorption in group 'D' post. So also the office order Ex. M.12 (Sl. No. 23) shows that I party had acquired temporary status retrospectively from 1-1-84 Rule 27 and Rule 35 say that a casual labourer is entitled to retrenchment and lay off defined under the I.D. Act and the casual labourer is a workman as defined under Sec. 2(s) of the I.D. Act. There is nothing to show that the I party workman has been given retrenchment and lay off benefits. On this score also the order of termination, if any, of the I party workman has to be set aside and the II party has to be directed to reinstate the I party workman.

14. I have stated above that the I party workman had attained the temporary status as a casual labour. Ex. M.1 is the report by Sachreendran M.W. 2 to M.W.1 PVR Murthy who was then working as shift incharge stating that the I party was found missing from works spot from 23.45 hrs. to 01.45 hrs. on 31-1-85. M.W.1 PVR Murthy was then the shift incharge has stated in his evidence that the I party workman came to him at about 01-55 hrs. on that night and that he asked the I party workman why he was absconding from place of work, I party told him that he was feeling tired and it was too hot inside and that was why he had gone out to take rest. M.W.1 has further stated in his evidence that I party workman asked M.W.1 to take him (I party) inside without asking questions M.W. 1 has stated that I party threatened him with the dire consequences and stated that he would spoil the face of M.W. 1 when M.W.1 went out of work spot. M.W.1 has stated in his evidence that he then brought this matter to the notice of the works manager Sanwan who was in the workshop. M.W.1 has stated that he gave the report Ex. M.2 to Sanwan in this regard. M.W.1 has stated that absconding from work amounts to misconduct. Ex. M.1 shows that I party was missing from work spot. Ex. M.2 shows that the I party workman threatened M.W.1 with dire consequences Ex. M.1(a) and M.3 show that I party workman was suspended Ex. M.4 dated 16-11-85 and Ex. M.7

dt. 21-1-86 show cause notices show that the I party workman was called upon to explain within 15 days why severe action should not be taken against him. The say of M.W.1 in his evidence that Ex. M.4 was issued to I party on humanitarian grounds is too big a pill to swallow. Though serious charges of misconduct were alleged in Ex. M.1 and 2 against the I party workman and though he was called upon to submit his explanation, it is very curious to note that no departmental enquiry has been held against the I party workman in regard to the misconduct. The argument advanced by the Learned Counsel for the II party that I party was only a casual labourer and that the Disciplinary and Appeal Rules do not apply to I party and that there was no obligation on the part of the II party to conduct D.F. cannot be given any weight. For these reasons the II party has to be directed to reinstate the I party workman.

15. It is argued the Learned Counsel for the II party that the I party was only a casual labourer and he was Put off Duty and there was no legal necessity on the part of the II party to hold an enquiry. The Learned counsel did not bring to my notice where Put Off Duty has been defined. So the Tribunal has to fall back upon some standard dictionary. According to Websters Third New International Dictionary, "Put Off" means to get the rid of for the time being or to induce to wait (put the bill collector off for another month). So it must be that the I party was directed not to attend duty only for a temporary period and not permanently. The II party was bound to take the I party on duty.

16. I want to be fair to II party. It is highly probable that the phrase "put off duty" has been used by mistake instead of "lay off". Even if it is taken that I party was laid off by the II party, the dice is loaded against the II party. A recording to Oxford Advanced Learner's Dictionary, Fourth Edition, "lay somebody off" means dismiss (workers), usually for a short time. The II party could not have refused to take I party workman on duty permanently.

17. I come back to Ex. W.1, order of appointment of I party. Ex. W.1 has been issued by the office of the Chief Mechanical Engineer. This means it was Chief Mechanical engineer who appointed the I party workman as a lascar. In para 4 of the objections (written statement) it is stated that Asstt. Works Manager and then the works manager who are the competent authorities scrutinised the explanation given by the I party and finally passed the orders removing the I party from work. Ex. M. 10 dated 21st/25th February, 1986 is the order passed by the Asst. Shop Superintendent removing the I party from service from the date I party was put off from duty on 31st August, 1985. No provision of Law or Rule was brought to my notice which authorises the appointing authority viz., Chief Mechanical Engineer to delegate his power to Asst. Shop Superintendent or the Works Manager or the Assistant Works Manager. The Learned Counsel for the II party relied on Ex. M. 9 dated 4th February, 1986 to impress upon me that the power had been delegated. In the first place Ex. M. 9 does not clearly show who has delegated the power to whom. In the second place, and more importantly the whole thing in Ex. M. 9 is written in ball pen and looks like a scrap of paper on which something is written in a hurry. It would be making too large a draft on the credulity of a person to ask him to rely on Ex. M. 9. I have no hesitation in rejecting Ex. M. 9 as a got up one. The order of termination if any has not been passed by the competent authority. For these reasons also the so-called termination of the I party has to be set aside.

18. What is stated in the counter statement is that the removal of I party from service w.e.f. 31st August, 1985 was because of I party deserting the work spot and without the permission of the concerned authority. No details are given. It is not stated at what time I party deserted the spot and whose permission the I party was required to take before leaving the spot. M.W. 2 Sucheendra has stated in his evidence that because of the absence of the I party, the continuity of the process came to stand still and he has further stated that with the help of some other person he completed the work without stopping the process. This has not been pleaded in the counter statement. It is stated in the counter statement that the I party workman was put off from work



for his absence and mis-behaviour. The details of mis-behaviour of I party workman are not given in the counter statement. I have already adverted to the say of M.W. 1 that when he questioned the I party regarding his absence, the I party workman threatened him with dire consequences. He has stated that I party stated that he would spoil the face of M.W. 1 when M.W. 1 go out of the work shop. M.W. 2 Suchendran has stated that I party told M.W. 1 Murthy that M.W. 1 Murthy would have to face the consequences when Murthy asked I party why he had left the work spot without permission. M.W. 2 has further stated that the I party workman stated that there would be danger to the life of M.W. 1. M.W. 1 himself has not stated that I party stated that there would be danger to his (M.W. 1's) life. Material and relevant facts have not been pleaded in the counter statement. It may be recalled that our Hon'ble High Court has been pleased to observe in AIR 1965 Mys. page 102 (Devaiah vs. Nagappa) that the Law of pleadings is by no means an unwanted luxury. I am of opinion that there is a lot of exaggeration, if not falsehood, in the evidence of M.Ws. 1 and 2. The case of the II party that the I party left the work spot without permission and that he threatened M.W. 1 Murthy cannot be believed. Charges against the I party workman are not proved on facts.

19. For the aforesaid reasons I hold that the II party was not justified in removing from service the I party workman w.e.f. 31st August, 1985. This covers my finding on the first part of the issue covered by the schedule to reference. The second part will be covered by the final order.

20. All other documents are evidence not referred to by me are not relevant. In any case they do not alter my conclusions reached above.

#### ORDER

The order removing I party is set aside. The II party is directed to reinstate the I party workman forthwith. The I party is entitled to continuity of service with his original seniority. The II party shall pay to I party 50 per cent of the last salary or wages drawn by I party w.e.f. 31st August, 1985 as back wages. Award passed as stated herein, accepting the reference.

Submit to Government.

(Dictated to Stenographer, typed by him, corrected, signed by me on this 26th day of March, 1993).

Dated 26-3-93

M. B. VISHWANATH, Presiding Officer

नई दिल्ली, 20 जुलाई, 1993

का.भा. 1702.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार कलकत्ता पोर्ट ट्रस्ट के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निहित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कलकत्ता के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 16-7-93 को प्राप्त हुआ था।

[संख्या एल-32012/10/89-आई एर (विविध)]

बी०एम० डेविड, डेस्क अधिकारी

New Delhi, the 20th July, 1993

S.O. 1702.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Calcutta as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Calcutta Port Trust and their workmen, which was received by the Central Government on 16-7-93.

[No. L-32012/10/89-IR(Misc.)]

B. M. DAVID, Desk Officer

1635 GI/93—4.

#### ANNEXURE

#### CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT CALCUTTA

Reference No. 25 of 1990

#### PARTIES :

Employers in relation to the management of Calcutta Port Trust, Calcutta

#### AND

Their Workmen.

#### PRESENT :

Mr. Justice Manash Nath Roy, Presiding Officer.

#### APPEARANCES :

On behalf of Management—Mr. P. Roy, Deputy Labour Adviser and Industrial Relation Officer with Mr. G. Mukherjee, Personnel Officer.

On behalf of Workmen—Mr. A. Bhattacharya, General Secretary of the Union.

STATE : West Bengal.

INDUSTRY : Port.

#### AWARD

A dispute, over the action of the Calcutta Port Trust (hereinafter referred to as the said Trust), on their refusal to record the date of birth of Sri Monoranjan Basak, Diesel Loco Driver (hereinafter referred to as the said employee), having arisen, the Appropriate Government, by their order of Reference No. L-32012/10/89-IR(Misc.), dated September 18, 1990, referred the same, for adjudication by this Tribunal, with a further clause, if not, to what relief, the said employee was entitled?

2. On usual notices, the parties to the dispute entered appearance and contested the case of each other, on filing Written Statements and tendering their respective evidence. The case of the said employee was represented by Calcutta Port Trust Workers' Union (hereinafter referred to as the said Union) and the Reference was made under Section 10(1)(d) of the Industrial Disputes Act, 1947 (hereinafter referred to as the said Act).

3. It was claimed by the said Union that the said employee was appointed as a Class-IV staff on June 7, 1953 and his initial appointment was to the post of Peon and at that time, he was sent to the Medical Officer of the said Trust, for necessary examination, regarding medical fitness and also for assessing his age for the concerned post. But, it has been alleged that at that time, the said employee was not asked to produce any evidence in support of his age, which was assessed by the Medical Officer as 22 years 2 months and 2 days on June 9, 1953 and such recording, was made wrongly. It has been alleged further that G-53 Form, on which recording of age is done by the Medical Officer, was not produced in or during the conciliation proceedings.

4. The said Union has further alleged that the recording of age, as was done in this case by the said Trust, was not on the basis of any scientific and medical tests, necessary for such assessment. In such a case, the said Union has stated that all employees accept the date of birth as recorded in educational certificates and in fact, in a case of recruitment of Class-III staff, the School leaving/Matriculation/Bap'l-misal certificate or any other certificate of such character, is acceptable and such procedure, is also applicable in respect of Class-IV staff of the said Trust.

5. The said Union took the stand that even though, during the conciliation proceedings, the said Trust took the stand that the age, once recorded by them, cannot be changed, if the same is found to be laying untempered, yet, they themselves have from time to time, issued Circulars like the one dated December 21, 1988 bearing No. 1536/1/Genl. and so also like the one in Ext. W-4, for changing the date of birth, recorded in the Service Sheet of Class-IV staff, on the basis

of their School leaving/Baptimised certificates. Mr. Bhattacharya placed strong reliance, while on the point, on an Award dated May 31, 1982, as annexed to the said Union's Written Statement and for establishing that the date of retirement of an employee must be determined on the basis of School leaving certificate. It was contended that thus, the defence of the said Trust that, age once recorded, cannot be changed, was not correct.

6. The said Union has stated that the said employee asked for his change of the date of birth on September 1, 1987 and then gave a reminder, in terms of the Circular as referred to above and the said Trust also received an application on March 27, 1989, where the particulars of the previous application were mentioned, but the Chief Mechanical Engineer did not reply to the same. It has also been alleged that on the basis of such wrong recording of age, the said employee was prematurely and illegally superannuated on May, 1, 1989, although it would appear from his School leaving certificate, as granted by the Head Master of Barisha H.E. School that his date of birth was indicated in the Register, as September 20, 1935 and so, on that basis, the said employee is entitled to serve till September 20, 1993.

7. In the circumstances as above, the said Union has asked for the change of date of birth of the said employee, on acceptance of his date of birth as indicated in the School Leaving Certificate, Ext. W-1 and to direct that he be allowed to complete his due tenure, with other consequential benefits.

8. There was no dispute about the date of entry of the said employee by the said Trust, in their services, as a Peon. But, they have stated that at that time of entry, the said employee could not produce any documentary evidence in respect of his age and as such, following their practice, he was referred to their Medical Officer, for assessment of his age and after examination, the age was assessed as 22 years on April 7, 1953 and such age, was duly recorded in the service records. It has been stated that the age so recorded, was final, for the purpose of retirement of the said employee from their services. It has been agreed that Matriculation or School Leaving certificates are regarded as valid documents for ascertaining the correct age of an employee in their services, but, in case, an employee is unable to produce such evidence at the time of entry, which the said employee could not, the case is referred to their Medical Officer, along with G-53 Form, who after necessary examination, endorses such Form, nothing therein, the age of the employee examined by him and after such examination, the said Form, duly filled in, is handed over to the person examined, with advice to produce the same to the issuing authority.

9. It was the case of the said Trust that the age, so assessed, was duly copied in the individual Service Book, as admittedly handed over to the said employee, for his personal records and following the usual practice, no such copy was retained in the respective Section/Department and further, new service books are supplied, when the old books are exhausted and in that case, the employees are not required to return their old service books. It has further been stated by the said Trust that whenever any Class-IV employee is promoted to Class-III post, his name is at once registered in the Service Register maintained by their Audit Department and the employee concerned, is also required to sign such Register and if he is in possession of a valid documentary evidence in respect of his age, he is required to produce the same, in support of his age, at that time. This procedure has been stated to have been followed in the case of the said employee and at the time of opening the service sheet, when he made his entry as a Peon. His father's name was indicated as Late Surendra Lal Bysack and the address as 130, Bacharam Chatterjee Road, P.O. Behala, District 24 Parganas. In terms of the statements of the said Trust, it has been indicated that the recording of age as duly made by their Medical Officer, of the date of birth of the said employee was April 7, 1931 and as such Class-III employee, he was appropriately superannuated on April 7, 1939.

10. It was the case of the said Trust that all throughout and till November 22, 1988, the said employee acted, without raising any objection, on the basis of the recordings as made and as mentioned above. It has been stated that on July 30, 1957, the said employee got his posting in

Class-III post, even then, he did not produce any evidence in support of his age and even on July 27, 1966, he signed the service Register, accepting his date of birth as recorded earlier i.e. April 7, 1931 and that too, even on asking, to produce evidence of age, if any. It has further been pointed out that the said employee, in his Provident Fund papers also, indicated his age as 22 years as on April 7, 1953.

11. The further case of the said Trust is that the said employee was aware of his date of birth as duly recorded and he acted on that basis and that too without raising an objection and really, at the tag end of his service, he approached the said Union, who sponsored his case. Such act or action was claimed to be not bonafide and intended, only with the ulterior motive and intention, to have an extended lease of his service career, on the basis of a fabricated document viz. Ext. W-1, claiming the same to be a certificate issued by the Head Master, Barisha H.E. School, where, his date of birth has been recorded as September 20, 1935. The validity, bonafide and authenticity of this exhibit was doubted and disputed. It was further claimed that the said Exhibit was a fake one and no reliance should be placed on the same, unless there was an affirmation of facts by the issuing authority of the same. It has also been stated that no action on such evidence could be taken, as the same was not filed, produced or got recorded in the Service Sheet of the said employee, following the due and necessary procedure as indicated earlier. However, on failure of the conciliation, this Reference was made, the validity and bonafide whereof, has also been challenged by the said Trust. It has of course been reiterated that the recording of age as made, following the practice as indicated earlier, was due, legal, valid and bonafide and in the facts of the case, there should not be any interference made more particularly when, the said employee accepted such recording and duly acted on that basis, till raising the pretended dispute, at the tag end of his service career.

12. On the character of the dispute as referred for adjudication, the said Trust has pointed out that the Tribunal, will have to find out and determine, if really, they acted duly or otherwise, in refusing to act on the basis of Ext. W-1, some particular features whereof have been indicated and thus, to record his age according thereto was justified or not? The defence and procedure of the said Trust, in having the age of the said employee recorded, has been indicated earlier and they have also stated that since the age of the said employee, as recorded, lay untampered, so, there was no question or occasion of having his age re-entered or corrected in the Register. It has further been pointed out that the said Union never tendered or produced the said Ext. W-1, before the said Trust and the said Ext. W-1, according to them, was just a character certificate, issued under an illegible signature and on a paper, which was not really a Form of the concerned school and no body knew, if the signatory of the same, was duly authorised or not and apart from the above, in the said Exhibit, the relevant admission Form number and so also the reference to the Admission Register, was absent and furthermore, the official seal of the School was also not available. It has further been indicated that in the said Ext. W-1, the dates, when the said employee took admission and when he left the school, have also not been mentioned, apart from the fact, his address is not also mentioned there.

13. It has further been indicated that the signature in the Exhibit is illegible and it cannot also be ascertained, if the person, who has signed the same, was really the Head Master of the said Barisha High School or not and even, the name of the School as shown in the copy, differed i.e. in the certificate, the name of the School is shown Barisha School, whereas in the Order of Reference, the name of the School has been mentioned as Barisha High School. Really in the facts of the case as disclosed and so also the circumstances this objection had no substance. But, it is true that the Pin Code of the School in the certificate has been shown as "8" and the said Trust has pointed out that such Pin Code system has been evolved much after 1955 and as such, it is very difficult to visualise, how Pin Code number has been shown and mentioned in the certificate, which was issued in 1955. In fact, there is no denial by and on behalf of the said employee in respect of such fact. In such circumstances amongst others, it was claimed that the certificate was fabricated with the admitted motive to create false evidence. It was further claimed that there was really no legal evidence to show that the date of birth of the said employee was September 20,

1935 as shown or if he was the same student, who was admitted on the date as mentioned in the certificate.

14. The said Trust has claimed that even on the basis of the certificate, the identity of the said employee has not been duly established, apart from claiming, the certificate so filed, to be a forged and fabricated one and suspicion as evolved was not dispelled on proving the same duly. It was claimed that the certificate was filed for illegal gain and in the circumstances as disclosed, the certificate should have been duly proved, in strict compliance with the necessary Rules and norms. The certificate was dated September 14, 1955 and as such, it was claimed that the same was expected to be with the said employee since then and as such, he could have asked for change or correction of his recorded date of birth on the basis thereof from that date much before November 1988, but he did not do so and only lodged the claim at the lag and of his service career.

15. It was also the case of the said Trust, that the terms of service and conditions of employment of their employees, are governed by Fundamental and Supplementary Rules and in terms of Note 5 under F. R. 56, the age of the said employee amongst others, could have been changed (a) on his request to that effect, if the same was made within 5 years of his entry into service, (b) if it was established, there was a genuine and bonafide mistake and (c) the date of birth so altered, would not make him ineligible to appear in any school or University or Union Public Service Commission Examination, in which he had appeared. It has further been indicated, that it was really only 5 months before his retirement, the said employee sought to raise his claim for changing his recorded date of birth on the basis of the certificate, the nature and character whereof, has been indicated earlier and since the Rules of the said Trust do not permit such alteration on the grounds as adduced, his prayer could not be granted. It has also been indicated that the minimum age for recruitment in the service of the said Trust was 18 years and if the said employee's date of birth is accepted to be September 20, 1935 as claimed, then, he would not have been of that minimum age even, on the date of his entry.

16. The Written Statement of the said employee was not verified by him, but the same was verified by Sri Ashok Bhattacharya, an employee of the Audit Department of the said Trust. He verified the statements as the General Secretary of the said Union and he really verified all statements in that written statement as true to his knowledge. Such verification by him was not perhaps correct, as those were statements, which could not be true to his knowledge, as he entered the services of the said Trust, after the entry of the said employee and was not also related to him. The statements, which were absolutely within the knowledge of the said employee, have also been affirmed as true to the knowledge of the said deponent and such wrong verification, was duly pointed out by the said Trust. This is not all. The said Sri Bhattacharya has also verified the statements as made in the Rejoinder as filed on July 3, 1991, stating that "the statements made in paragraphs 1 to 15 are based on the written statement of the Management. . . .". This also cannot be due and proper verification. In this Rejoinder, the statements contained in paragraph 16 of the Written Statement of the said Trust to the effect as indicated earlier, have not also been denied. It has of course been claimed amongst others that G-53 Form has no relevance to the disposal of the present dispute and on reiteration of the initial relevant facts, other facts have been denied. The said Trust have also denied the statements, which were contrary to and in consistent with the statements contained in their written statement.

17. As indicated earlier, to establish the date of birth the said employee, reference was made to Ext. M-2/W-1, a certificate from Barisha H. E. School, dated September 14, 1955. In fact, the original of the certificate has been marked as Ext. W-1 and the same was signed by some one, stating to be the Head Master. That certificate, further showed that the same was in the pad of the Head Master of Barisha H.E. School, but the Rubber Stamp Seal as affixed, showed as Barisha High School, which was established in 1956. This rubber stamp seal was of course not available in Ext. M-2. A dispute arose over the names of the two school as mentioned above, the employee concerned also produced Ext. W-8, showing that Barisha High School is recognised by the Government of West Bengal since 1863 and that School was formerly known as Barisha H. E. School. It is very difficult to visualise and accept the fact that Barisha High School,

which was not in existence in 1863 was recognised by the Government of West Bengal and the more so when, in 1863, there was no Government by the name of Government of West Bengal. This Ext. W-8, thus appeared to me to have been prepared and filed in a slipshod manner. The representative of the said Trust pointed out that since the dispute arose and they had doubts about the validity and bonafide of Ext. W-1, on receipt of the same, they tried to get necessary informations, not only through dependable sources on enquiry, but also to get necessary informations from the school and to that, they received no satisfactory answer. While on this point, the evidence of MW-2 Sunil Kumar Nandy, who was working in the Labour Dept. of the said Trust since 1964, may be looked into and considered. This witness of course agreed that there is a school now by the name of Barisha H. E. School, but he did not visit the school, which was done by one of the officers viz., Kallol Chakraborty and if necessary, he can produce the report of the said Sri Chakraborty. It was his evidence that the certificate Ext. W-1/M-2, was not produced in the Conciliation proceedings, where he appeared. It was his further evidence that from Ext. W-7, it would appear that the same was addressed to the Head Master, Barisha H.E. School, but the reply to the same was received from Barisha High School and the said employee having served with Ext. M-8 dated March 18, 1989, gave a reply, which was to a great extent evasive. He denied that Barisha H.E. School has been renamed subsequently, as Barisha High School.

18. The said employee deposed as W-1 and he categorically stated, on September 14, 1955, he took the certificate Ext. W-1, from Barisha High School, where he studied upto Class-IX, for the purpose of getting his Insurance Policy. He stated that the certificate as produced, contained the Seal of Insurance Company. It is true that at the back of the said Exhibit there is a Seal of the Insurance Company. While on this point, the fact that the certificate, which more or less a character certificate, as pointed out by the said Trust, will have to be considered. It is very difficult to find out the reasons, why for the purpose of obtaining an Insurance Policy, such a character certificate was necessary. It was the case of the said employee that the premium for such Insurance Policy, was deducted from his Provident Fund Account and his father died 4 years after his employment, which was on June 9, 1953 and on that date, he was Medically examined and at that time, they were staying at 130 Becharam Chatterjee Lane. This address has been mentioned in the School Register Ext. W-9. It was his further evidence that he was not sent for Medical test, but he was sent for finding out his fitness and not for determination of age and he was sent for such test, with G-53 Form. He has also stated that after Medical test, he affixed his LTI on that Form and he knew that he was also to go on superannuation in 1987 and he learnt that fact, when he went to obtain loan from Co-operative Society.

19. It was also his categorical case that according to his School Leaving Certificate, he will have to retire on September 14, 1993, but he was served notice earlier and on getting such information, on September 1, 1987, he made an application to the C.M.E., but the same was not heard or considered by the Management. He has also stated that he never noted on the Circular dated July 7, 1954, which relates to superannuation and he never applied to the Central Age Committee, for determination of his age, but his Union did. He has further stated that he did not make the application personally, as his case was pending before the R.L.C. In cross-examination, he indicated that he was reading in Barisha English High School, but in the certificate as mentioned above the name is mentioned through the Rubber stamp seal as Barisha H. School and it was his case that Barisha English High School was also known as Barisha High School. On being pointed out that there were differences between Ext. W-1 and Ext. M-1, the witness agreed to that fact and said that the certificate, which was filed with the written statement corresponds with the statements in Ext. M-1 and Ext. M-2 was duly forwarded to the said Trust and by Ext. M-3 the dispute was raised. He has further agreed that with the certificate he has annexed Ext. M-2. There is no Rubber Stamp Seal and so also in the certificate, as filed with the Written Statement and such Rubber Stamp was also not appearing in the xerox copy as filed. He could not deny that Rubber Stamps can be manufactured in many shops, but

he stated that he has not manufactured the Rubber Stamp Seal in Ext. W-1, subsequently. He had to agree further that in the certificate as produced by him viz. Ext. W-1, there was also no Reference number and he received that certificate from the Head Master, on his own pad. He denied the suggestion that the certificate as produced, was not on the Form of the School. He was not aware, if a certificate of the present nature should be in the printed form of the School or not? He deposed that he went to the School and got the certificate from the Head Master, on production of Ext. M-2. It was pointed out by this witness, that his age has been mentioned as 22 years 2 months 2 days on June 9, 1953 and in Ext. M-4, which was his Service Book, his age has also been mentioned as such, but he did not remember the date, when he received the Service Book.

20. He has further deposed that in 1958, he became a Class III employee who are known to him, to be required to supply the details of the name and address in Audit and Accounts Department. He agreed that Ext. M-6 was the Register of Class III employees and there, his signature would be available and his date of birth, has been mentioned as July 24, 1931. He has further stated to be a member of the Provident Fund Institution and on the basis of Ext. M-1, his date of birth, should be September 20, 1935 and at the time, he took a L.I.C. Policy, he came to know about the date of birth, as recorded. He has said to have no idea about the date of birth as declared in Provident Fund and has said, if such fact was known to him, he would have certainly objected. He has further stated to be not knowing that in the Provident Fund application, his age was recorded as 22 years on April, 1953 and has also testified that he has signed the application without knowing the particulars of the same. He further agreed that Ext. M-3 and the enclosure thereto will show his date of birth. In that record, his age has been recorded as 22 years on April 7, 1953.

21. The witness has said to have taken admission in Class VII at the concerned school in 1948 and before that, he was studying in a school, which is now in Bangladesh and for that, he has no certificate. He has also stated to have left Barisha H.E. School in 1951 and the certificate as produced, was signed by the Head Master, Becharam Mukherjee, who was also the Head Master of the School, when he was studying. Apart from the certificate, he had no other document, from which the signature in Ext. M-1 would be established. He further agreed that in Ext. M-1, his address has not been mentioned and that certificate was a hand written one and was not in the hand writing of the Head Master. According to him, one Bistu Charan Chakraborty wrote the same and that was signed by the Head Master. He has further stated that Ext. M-1 was issued by the Head Master, Bejoy Bhushan Aich and from there, it would appear, the school was established in 1956 and the Rubber Stamp in Ext. M-1, will show that the School was established in 1854. He denied the suggestions to have manufactured Ext. M-2 or Ext. W-1 and he stated that the fact, his name was mentioned in the certificates, would show and prove that they were issued to him. He denied that this assessment of age, as made by the Medical Officer as 22 Years on April 7, 1953 to be correct. He further denied that he did not file Ext. M-9. He could not disagree that in Ext. M-1, the address of the Head Master was mentioned as P.O. Barisha, District 24 Parganas, Calcutta-8 and although, this certificate was issued to him in 1955, he did not bring the defects, to the notice of the Management as he had no knowledge about the recording of his age. He stated that his Union addressed a letter for correction of age, to which the reply to Ext. M-10 was received. The said Trust has pointed that their enquiries as initiated through Ext. M-14 was not duly replied by the School.

22. To get round the defects and differences as pointed out in respect of the certificate of the School and to establish the validity, bonafide and correctness of the same, evidence was tendered through Sri Hemendra Kumar Sen Roy as WW-2, who was employed in the School as Clerk in 1974 and has said, to be dealing with official correspondences and Bank Records but he was not aware, if Ext. M-14 was received in the office of the school and his evidence was that, Ext. W-1 was issued to the said employee on signing, by the then Head Master, Baren Mukherjee, who has expired

in 1963, but, although Late Shri Mukherjee never signed in his presence, yet, he said, that he knew his signature. He was not sure, but stated that perhaps the certificate was a genuine one. The School Register from 1945 to 1950 was produced as Ext. W-9 and it was pointed out that the name of the said employee will appear from Page 79 and in Serial No. 138 of that Exhibit and in that Exhibit, signature of the father of the said employee, will not appear. He has stated, the School was established in 1936 and at that time, its name was Barisha High School, which is now known as Barisha H.E. School and the two schools are one and the same. He further stated that Barisha High School, is a recognised one and the same celebrated the 25th year in 1981 and Calcutta University has recognised the school in 1963. It was his evidence that the Rubber Stamp Seal, used in Ext. W-8 belonged to the school and such seals are prepared, generally after 5 years. He has stated specifically that the date of admission of the said employee will not appear in Ext. W-9, although there is a column for indicating the date of such admission.

23. The said WW-2 appeared for the concerned school and produced the records, in answer to the summons. It would appear from Ext. W-10 that since the Head Master was directed to produce the records was indisposed, he authorised the said WW-2, on the basis of the letter dated September 8, 1992 (Ext. W-10). WW-2 had to agree that there were marks of interpolations and erasing of the date in Ext. W-10, apart from double writings in the body and of course, not in the signature of the same. He was also sure that no register was maintained for despatch and receiving letters in the school and letters were issued without any reference number and this Ext. W-10, has also no reference number. He further agreed that he had no personal knowledge about the issue of Ext. M-2 and he further stated that copies of certificates are not maintained in the school and school maintains copies of letters only. He had also to agree that in the concerned certificate Ext. W-1, there is no mention of the columns as shown in Ext. W-9, i.e. the admission register and Ext. M-2 was not on a printed form, but on the pad of the school. He stated that although he had no knowledge of Ext. M-2, but the designation of the Head Master was mentioned there. Even though he had no personal knowledge about the signature in Ext. M-2, yet he identified the signature therein, to be that of the Head Master, on the basis of his signature on other records. No such records has of course been produced. Ext. W-1 had a Rubber Stamp Seal, but the witness could not read the date mentioned within that Rubber Stamp Seal, even with the help of magnifying glass, but he said that the seal was of the school. His further evidence was that every 5 years, seals are prepared and there are more than one seals in the school and the seals are generally affixed by clerks, issuing certificates and the signature within the seal in Ext. W-1, was that of Sunil Mitra, a clerk-cum-typist, whose signature he knew, the signature of this Mitra was also not mentioned and on being asked, the witness could not say, if the said Sri Mitra, following the practice and procedure, had signed within the seal of Ext. W-8. He has also said that certificates are prepared on the basis of the records by the clerks and then they are presented to the Head Master and after checking the records, the Head Master signs the same and the stamp is affixed by the clerk concerned. This affixation of seal and signature by the Head Master was not duly proved in this case. The witness had to agree further that since he had no personal knowledge about Ext. M-2, so he was not in a position to say whether the same contains the seal of the school and from his personal and official knowledge, he was also not sure, if Ext. M-2 was at all issued by the school. But, he said that as he knew the signature of the Head Master, so the certificate in question, must be a correct one.

24. The witness WW-2 produced a file which was marked as Ext. W-11, which file according to him, had a look of a very recent appearance and according to him, copy of Ext. M-2 will be available in the file, since the same was supplied with the application, but he reiterated that the said Ext. M-2, will not be available in the school file. This witness produced Ext. W-9, the Register of the school from 1945 to 1950, but had to admit that it was not known to him, whose signatures were there in the relevant columns. But, he said that the Rubber Stamp Seal of the school was in the Register. But, such seal, he also agreed, was without any signature. It was his specific evidence, another son of Surendra Lal Basack,

whose name was Gopal Chandra Basack, was admitted in the school. It would appear that the name of Gopal Chandra Basack is appearing in Serial No. 137 at page 79-80 of Ext. W-9 and the name of the said employee is just in the next serial i.e. in Serial No. 138. From the evidence of the said employee as indicated earlier, it would appear that his father's name was Surendra Lal Basack. At page 80 of Ext. W-9, there is a signature by one Ramesh Chandra Basack, against the entries of Gopal Chandra Basack, but there is no signature in the relevant column of Monoranjan Basack. It would further appear that Gopal Chandra Basack, whose Serial No. 137, was shown to have taken admission on January 16, 1948, but the date against Monoranjan Basack's admission, whose Serial No. 138, was shown as January 6, 1948. It is very difficult to visualize, why and how the earlier date has been entered after January 16, 1948 and the witness could not explain such discrepancies. It was his evidence that from the entries in Ext. W-9, it would appear that Monoranjan Basack read upto Class VII and the date when he left the school was not available in the register. At one stage, the witness said that Monoranjan Basack read upto Class-IX, but he has said that such entries should not have been made in the Exhibit, but the same was unfortunately done and that too, by the person at his own risk. He could not also say, when Monoranjan Basack left the school.

25. I have already indicated that Ext. M-1 as issued, was indicated by and on behalf of the said Trust to be really a character certificate and it would appear that WW-2 said that generally at the time of issuing a certificate, character certificate is given, but when the student had left long ago, such certificate is not issued and transfer certificates are issued on specified Form, but Ext. M-2 was not in such a form and that was only a certificate in respect of the date of birth and character of the said employee. In Ext. W-9, there is a column regarding signature, but the witness could not testify whose signatures were there in respect of the entries of the said employee. Such evidence was tendered against the question, whether the Register bore any signature of the Head Master. He further said that Ext. W-9, was kept in the custody of the Head Master and since he worked in the school, he knew that the register was kept in the safe custody of the Head Master. He denied the suggestion that the Register was fabricated. He had to agree that he had no personal knowledge regarding the entries in the Register save and except that, the same was handed over to him by the Head Master. He further stated that the signature in the relevant column of Ext. W-2, was perhaps the short signature of Becharam Mukherjee and Ext. M-1 was issued, on being asked and not on any application, since no such application was necessary. He also stated that Ramesh Chandra Basack as mentioned earlier had signed as recognised guardian of Gopal Chandra Basack, but he was not aware, if he had not signed in the case of Monoranjan Basack and he was not also aware as to why against the entry of Monoranjan Basack, Column No. 10 of Ext. W-9 has been left blank.

26. MW-1 was the Assistant Secretary of the Administrative Department of the said Trust. It was his evidence that in case a prospective employee fails to produce any oral or documentary evidence regarding his age, he is sent to the Medical Officer, for assessment of his age and in case the age of an employee, whose age was assessed after Medical examination, was to change the same, he could do so after producing some evidence. The said Trust admittedly follows Note (5) under Rule 56 of F.R. and the said Trust in 1977, received a Government directive, regarding correction of age and in 1978, such Government Order was circulated to all concerned. He produced the records containing Government directives and Circulars, being marked as Ext. M-11. It was his evidence that such orders were required to be strictly followed and when a case under the concerned Circular, the same is considered accordingly. He was not sure, if the document dated December 12, 1988, was issued after Ext. W-2, to all Heads of the Department. He agreed that on November 29, 1989, the circular Ext. W-3 was circulated and the circulars were meant to guide and decide disputes regarding age, but he did not agree that by subsequent circulars Exts. W-2 and W-3, the earlier circular Ext. M-11, was given to go by. He could not either deny or confirm the circulation of Ext. W-4. According to him, there are two age Committees, but on-hand, he could not recollect, whether

the case of the said employee was referred to such Committee and without consulting the records, he was also not in a position to say, whether the formation of the Age Committee was circulated to the workmen. But, he agreed that the Age Committee has no right to decide a case and they can only recommend the case to the higher authorities. It was his evidence that many cases have been decided after referring to the Chairman or Deputy Chairman and he further agreed that from Ext. M-10, it would appear that the request as received from the said Union, in respect of the dispute of the said employee could not be acceded to.

27. On being questioned about the procedure to be followed, the witness said whenever an employee either himself or through his Union makes any representation through the Department, the same is considered and if such representation is made direct to the Age Committee, the same is returned to the concerned Department for their comments. He said that the case of the said employee relates to the Mechanical Engineer's Department and on receiving the recommendation, the Age Committee had sent it to the Higher Authorities, but he could not recall, whether the case was not forwarded by the Department to the Age Committee. He agreed that Ext. W-6 i.e. the letter dated April 28, 1989, was not referred to the Administration, but it was to the Labour Adviser and Industrial Relations Officer of the Department. It was his further evidence that the Circulars are not always circulated to all the employees, but they are circulated to all the Heads of the Departments and on such circulation, the employees under them come to know about those circulars either from the Head of the Departments or from the dealing officers.

28. The evidence of MW-2 Sunil Kumar Nundy, who at the relevant time as stated was working in the Labour Department, goes to show that Ext. M-3, was a letter from the General Secretary of the said Union to the R.I.C., with a copy to the said Trust and thereby, the said Union sought to espouse the cause of the said employee and along with that letter, there was an enclosure from Barisha H. School, without any Rubber Stamp of the Head Master or seal of the school. He stated that in Ext. M-4, the age of the said employee has been mentioned as 22 years 2 months 2 days on June 9, 1953 and there is a reference that in the service folio, two photographs of the same person, have been affixed. He said that photograph affixed on the right hand side was earlier and according to him, Ext. M-4 was duly preserved in the Personal File of the said employee and such statement was sought to be supported, on the basis of the available stamp and signature. According to him, the Service Register, bearing the above mentioned folio number, which was written and maintained by the Senior Accounts Officer Pre-audit and that Ext. M-6 was signed by the said employee on July 29, 1956 and the age declared by him, was 22 years on April 7, 1953. He further stated that from Ext. M-12, which was addressed to the Chairman Engineering by the Financial Adviser, the date of birth of the said employee will appear to be April 7, 1931. He has further stated that when the dispute was raised, he tried to verify the genuineness of the certificate as produced by his letter Ext. M-14, but no reply was received by him. He has also stated that Ext. M-3, which was received by the said Trust, did not bear any Rubber Stamp Seal and he doubted the genuineness of the certificate M-2 and it was his evidence that the original of Ext. M-1, was never shown to the said Trust or produced in the conciliation. He has further testified, there is a school in the name of Barisha H. School, but he himself did not visit the same and one of the officers viz. Kollal Chakraborty visited the same and reported the matter. This Kollal Chakraborty was neither examined nor his report was produced. This witness attended the conciliation meetings and specifically deposed that Ext. M-1 was not produced in the conciliation meetings. He stated that it would appear from Ext. M-7 that the letter was addressed to Barisha H. School and to that reply Ext. W-8 was received from Barisha High School and he did not agree that the Barisha H. E. School was renamed as Barisha High School.

29. Mr. Bhattacharya appearing for the said Union pointed out that the admitted facts are that the said employee was initially appointed on June 9, 1953, as Class-IV staff at the Mechanical Branch, as Peon, under the Chief Mechanical Engineer. Thereafter, he was promoted to Class III staff as



Diesel Loco Driver. He, on September 1, 1989, applied for rectification of his age, on the basis of School Leaving Certificate, which was duly received under the Seal of the school and the signature of the Head Master of the same. But inspite of receipt of such representation, nothing was done. It was his case that since no rectification was done, the said Union had to take up the cause and it was further contended by him that although the said Trust has claimed the age to be recorded on the basis of G-53 Form, such form was never produced at any stage of the proceeding. According to him, Ext. M-6 was not duly filled up and the same was incomplete, further, there was no evidence as to who prepared the same or assessed the age. He further pointed out that there were discrepancies in the records and the said G-53 form and as such, no credence should be placed on the said form or the entries therein. He pointed out further, the Chief Medical Officer has only said about the fitness of the said employee and not anything regarding his age. Since G-53 form was not available, Mr. Bhattacharya referred to the determinations in Reference No. 50 of 1988 (Employers in relation to the Management of Calcutta Port Trust Vs. their Workmen, dated May 31, 1982), which case related to one Ganesh Chandra Satpati, a Class-IV employee of the said Trust. In that case, it has been observed, on consideration of the submissions made before the then Presiding Officer of this Tribunal that the said Trust was not justified in retiring on superannuation. Ganesh Chandra Satpati U. S. L., attached to the Electric Section of C. M. E.'s Department, with effect from October 19, 1976 and held and observed that he was 20 years at the time of his appointment in the year 1924 and thus, the date of his retirement must therefore be determined on the basis of his date of birth as mentioned in the School Leaving Certificate and that being the position, the said Sri Satpati should therefore be deemed to be in service throughout and even on or after October 19, 1976 and until the date of his due retirement, he must be paid all his legal wages, less what has been paid to him and other consequential benefits, to which he would be entitled in law.

30. Mr. Bhattacharya pointed out that even on the basis of evidence of MW-1, who has only spoken of F. R. 56, it cannot be held and observed that F. R. 56 was really applied in this case. It was submitted by him further that even if Ext. M-11 is read along with Exhibits M-3 or M-7 and also along with Exhibit M-8, there would be no doubt that the said employee was entitled to relevant and necessary opportunities, to have his date of birth as recorded, changed, but such opportunities, not having been given to him, this proceedings should be answered in the affirmative. It was agreed by Mr. Bhattacharya that the Age Committee was there in 1989 and they turned down the case of the said employee which fact will also be depicted from the notice in Ext. M-13 and as such, there will be no other way out, but to answer this proceedings in favour of the said employee. While on the School Leaving Certificate, on a reference to Ext. M-14, Mr. Bhattacharya stated that the Schools as mentioned above were and are the same and thus, there could not be any doubt or dispute about the genuineness of the certificate, Ext. W-1. To establish that the two schools are one and the same, he referred to the evidence of WW-2, whose evidence has been discussed and indicated earlier.

31. Mr. Roy appearing for the said Trust, indicated that there was no dispute regarding the initial appointment of the said employee and the ultimate promotion he received, but he pointed out that since there was no prior declaration of the date of birth, the age of the said employee, on being sent for Medical Examination, was found and recorded as 22 years on April 7, 1953 and such recording, unless other cogent evidence is available, which is not there in this case, should not be rejected.

32. Mr. Roy indicated the above statements on the basis of the facts as stated in the Written Statement of the said Union and that of the statement of the said Trust and so also the Rejoinder, as filed. He also indicated that WW-1 had also agreed while deposing that he had no evidence to establish the date of his birth. In addition to the above, reference was made by Mr. Roy to Ext. M-3, the report filed before the R. L. C. in the concerned Industrial Dispute.

33. It was also indicated by Mr. Roy that the age of the said employee, in the circumstances as indicated, was

correctly recorded and there was no clerical error, which needed any rectification. Such statement was sought to be relied on by him, on the basis of the evidence of Management witnesses and he further indicated that those statements have not been denied either in evidence of WW-1 or in the Rejoinder as filed.

34. It was further indicated by Mr. Roy that the said employee, not only acted on the basis of the above, but also received promotion and he discharged his duties all-throughout and till the notice of superannuation, without raising any real dispute at an earlier or in appropriate stage and such dispute, if any, was raised at the fag end of his service career, which should not be allowed or should be considered and must be condemned.

35. It was further submitted by Mr. Roy that the procedure in the instant case, in superannuating the said employee or in having his date of birth recorded, was duly followed by the said Trust and if the statements as sought to be relied on now by the said employee, are accepted on the basis of Ext. W-1, then there will be no room for doubt that the said employee was employed at an age below 18 years, which was not permissible or possible in the said Trust and those statements, have not also been denied by the said employee. It was further pointed out by him that MW-1 had specifically deposed in respect of the procedure for a change of the date of birth of the employees in the said Trust, which has been indicated in Ext. M-11 and on the basis thereof, it would appear that the Government have decided that request from Government servants, for making a change in the date of birth, should not be entertained, excepting where it has been established that a clerical mistake has been committed, in recording the date of birth in the Service Register. It was indicated by Mr. Roy that in this case, there was no such clerical mistake, which was required to be rectified or corrected.

36. Mr. Roy then pointed out that Ext. W-1, if at all, was a character certificate and not a School Leaving Certificate and such point, though has been duly pointed out, has not been appropriately rebutted or denied by the said employee. It was then pointed out by him, while on the character of the said Ext. W-1 that WW-1 has himself agreed that Ext. M-2, which was said to be a xerox copy of Ext. M-1, had no Rubber Stamp Seal of the school. He further pointed out, that in view of the submissions as recorded earlier, the Rubber Stamp Seal, which is available in Ext. W-1, cannot be believed and relied upon and the said Seal of Barisha High School, established on 1956, has been affixed on the pad of Barisha H. E. School. Mr. Roy submitted that even if the said two schools are one and are not different, then also, the Rubber Stamp Seal of Barisha High School, should not have been affixed on the Head Master's pad of Barisha H. E. School and such fact alone, would be enough to establish that the certificate, Ext. W-1, was procured and fabricated subsequently and that subsequent affixation of the Rubber Stamp Seal, will also be established, as such seal has not been shown in the xerox copy of Ext. M-2, which again has been xeroxed from Ext. W-1. In fact, it was claimed by Mr. Roy that the seal of another school was affixed on Ext. W-1, which was dated September 14, 1955 and as such, there would also be no room for doubt that the said Ext. W-1, was a fake one and the rubber stamp seal therein, has been affixed subsequently.

37. Mr. Roy pointed out that it was the claim of WW-1 that he read at Barisha H. S. School, but such claim, even from Ext. W-1, cannot be sustained, because the said certificate has been issued by the Head Master Barisha H. E. School. It has then pointed out by Mr. Roy that from Ext. W-9, it would appear that the name of the said employee is appearing in serial No. 138 and the relevant column shows the entry in Class VII. He pointed out on a reference to the different entries in the said Ext. W-9 that on the basis of the submissions as recorded earlier, the entries in the said Ext. W-9, were not only inconsistent on the face of the said employee's own evidence, but there was ample evidence to show and establish that the character of the said Ext. W-9, cannot be believed or relied upon.

38. Ext. W-10 is the Letter of Authority, on the basis whereof, WW-2 came and deposed, being authorised by the present Head Master of Barisha High School and he produced Ext. W-9. The evidence of this witness WW-2, in view of

the statements as recorded earlier, is very difficult to be believed, more particularly, in view of his evidence in respect of Ext. M-1. The evidence of this witness failed to believe him and he has not duly and really proved Ext. W-1 and his evidence in respect of Ext. W-9, was far from being satisfactory and believable.

39. Mr. Roy pointed out that the Order of Reference in the instant case was specific viz. if the action taken by the said Trust was justified? He pointed out that since no contrary evidence has been put forward, the action as taken, should be held and found to be justified. I cannot of course agree with Mr. Roy that in view of such specific terms of evidence, this Tribunal is not empowered to consider any other facts apart from the fact of justifiability of the action as taken.

40. While on the question of recording of the age, Mr. Roy referred to the case of *Ind'a General Navigation & Railway Co. Ltd. Vs. Their workmen*, 1965 (2) L.J. 437, which has indicated how the age of retirement should be reckoned and submitted further, that the tests as laid down therein, have been duly satisfied here. In this case, while reckoning the date of superannuation of the said employee he submitted that the binding nature or character in case of superannuation as indicated therein, can be duly identified with the facts of the present case. It was submitted by him that since the said employee, in the facts of the present case, would appear to have raised the purported dispute in respect of his recording of date of birth, admittedly at the fag end of his service career, so, no interference should be made and more particularly when, if the statement on the basis of Ext. W-1 is accepted, the said employee was admittedly employed at an age below 18 years, which is neither permissible nor possible by the said Trust.

41. While on the question of recording the date of birth or application for correction of the same, reference was also made by Mr. Roy, to the case of *Surajit Joarder Vs. L.I.C. (India) and Ors.*, 1989 (58) FLR 275. In that case, the date of birth as initially declared by the petitioner along with the School Leaving Certificate, was sought to be revised by the employee, who retired on reaching the age of superannuation, as per the earlier date of birth as supplied by him and L.I.C., rejected his prayer on consideration of explanation and on such facts, it has been indicated that no irregularity was committed. Here also, Mr. Roy pointed out that since, on the basis of facts and explanation as available, no such illegality can be deduced, so, the case of the said employee should not be believed. While on the point reference was made by Mr. Roy to the determinations of the Central Administrative Tribunal in the case reported in 1989 Lab. I.C. 700 and also to the determination in the case of *Steel Authority of India Ltd. & Anr. Vs. Surendra Kumar Chakravorty*, 1991 (62) FLR 766, where it has been observed, the recording of age of a regular student cannot be equated with that of a private candidate in the School Final Examination and in such case, age should be determined in terms of Medical Examination. Here, Mr. Roy submitted that since, for non-production of the evidence of date of birth by the said employee duly, his age was determined on the basis of Medical Examination, so the determination as made, should be accepted and more particularly, in view of the differences in Ext. W-1 and M-2, there would be little room for doubt that the said Ext. W-1 was a fake and concocted one. While on the question of recording of age, further reference was made by Mr. Roy to the case of *Ram Murty Vs. State of Haryana*, AIR 1970 S.C. 1029, which, while on the case of determination and proof of age, has also indicated the same tests as expressed in 1965 (2) L.J. 437, and has not deviated from the tests as laid down. It was also pointed out that while considering the question of superannuation, the claim as lodged at the fag end of the career or the effect thereof, should be considered with reference to the determinations in the case of *Steel Authority of India Ltd. Vs. Industrial Court, Indore*, 1987 Lab. I.C. 579 and on that basis, to which, I agree, the Reference should not be answered in the affirmative.

42. On the basis of the evidence as recorded and the submissions as made at the Bar, it cannot be doubted or disputed,

that Ext. W-1 in view of his character as indicated, was not a bonafide and genuine document and on that basis, no determination in favour of the said employee, can be made and more particularly when, the said Exhibit has not been duly established and proved through proper legal evidence and furthermore, the disputed character of the said Ext. W-1, also appeared to be glaring, even on the basis of the evidence of W-2 and Ext. W-9 also establish, the fact that there was some manipulation in the said Register, as otherwise, the earlier entry of January 6, 1948, which was the date of entry in respect of the said employee in Serial No. 138 could not have been made after January 10, 1949, which was the date entered in column 15 in respect of Serial No. 137 in the said Ext. W-9. It is also strange that although the said employee has said to have read upto Class-VIII, but column 14 of Ext. W-9 shows his entry or admission in Class-VII. I further agree that such attempt to change the date of birth at the fag end of employee's career, which he has sought to do in this case, should not be allowed or permitted, as otherwise, no finality in respect of superannuation, would be easily possible. The said employee, if the certificate Ext. W-1 was correct, was in possession of the same, at least on September 14, 1985, but curiously enough, he had not produced the said certificate immediately thereafter, but as indicated earlier, he has produced the same practically at the fag end of his service career, which according to me, was not a bonafide act. I further find that if the special and extenuating circumstances as in this case, were not there, the determinations of this Tribunal in the case of *Employers in relation to the Management of Calcutta Port Trust, Calcutta Vs. Their workmen* (Reference No. 50 of 1980) dated May 31, 1982, would have been applicable. But the determinations there in my view and that too on the facts of this case, are not applicable here.

43. In view of the above, the Reference cannot be answered in the affirmative i.e. in favour of the said employee and as such, the same is rejected.

44. This is my Award.

Dated, Calcutta,

The 11th June, 1993.

MANASH NATH ROY, Presiding Officer

नई दिल्ली, 14 जून, 1993

का.आ. 1703.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, पंजाब व सिन्ध बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण चंडीगढ़ के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 11-6-93 को प्राप्त हुआ था।

[संख्या एल-12012/383/90-आई आर (बी-2)]

एच. सी. गौड़, डेस्क अधिकारी

New Delhi, the 14th June, 1993

S.O. 1703.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, Chandigarh as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Punjab & Sind Bank and their workmen, which was received by the Central Government on 11-6-1993.

[No. L-12012/383/90-IR (B-ID)]

H. C. GAUR, Desk Officer

## ANNEXURE

BEFORE SHRI ARVIND GUMAR, PRESIDING OFFICER,  
CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-  
LABOUR COURT, CHANDIGARH

Case No. I. D. 62/91

Jagdish Kumar Vs. Punjab & Sind Bank.

For the workman : Shri H. S. Ghuman.

For the management : Shri Kanwaljit Singh.

## AWARD

Central Govt. vide gazette notification No. L-12012[383] 90-I.R. (B) 2 dated 3rd of June 1991 issued U/S 10(1)(d) of the I. D. Act 1947 referred the following dispute to this Tribunal for adjudication :

"Whether the action of the Regional Manager, Punjab and Sind Bank Patiala in terminating the services of Shri Jagdish Kumar son of Shri Ram Lal Peon w.e.f. 9-12-1989, is legal and justified ? If not, to what relief the concerned workman is entitled and from what date ?"

2. Present case is at the stage of evidence of the workman. However Shri H. S. Ghuman Asstt. General Secretary, Pb. & Sind Bank Staff Organisation rep. of the workman has made a statement that the present case has been settled with the management and the settlement is Ex. C1 and in view of the settlement Ex. C1 no dispute award may be returned to the Ministry.

Kanwaljit Singh appearing on behalf of the management stated that the settlement Ex. C1 is correct and the same shall be implemented in its letter and spirit.

In view of the statements made by both the parties on account of settlement arrived between them and further settlement Ex. C1 is dated 16-10-1992 no dispute award is returned to the Ministry. However Settlement Ex. C1 shall also form part of the award and be implemented in its letter and spirit as undertaken by the respdt. management.

Chandigarh.

18-5-1993.

ARVIND KUMAR, Presiding Officer

MEMORANDUM OF SETTLEMENT DATED 16-10-92 BETWEEN THE MANAGEMENT OF PUNJAB AND SIND BANK AND THEIR WORKMAN AS REPRESENTED BY THE ALL INDIA PUNJAB 7 SIND BANK STAFF ORGANISATION (UNDER SECTION (A) AND SECTION 18(1) OF THE INDUSTRIAL DISPUTES ACT, 1947, READ WITH RULE 58 OF THE INDUSTRIAL DISPUTE (CENTRAL) RULES, 1957

## Representing the Management :

- (1) S. Sarabjit Singh, DGM (Adv)
- (2) S. S. S. Bedi, DGM (Pers)
- (3) S. M. S. Kapoor, DGM (OD & CCP)
- (4) S. Simran Singh, AGM (IR)
- (5) Sh. N. S. Sebhi, CM (IR)
- (6) Sh. Ashok K. Aggarwal, Sr. Manager (IR)

## Representing the workmen :

- (1) Sh. J. S. Rosha, President
- (2) Sh. P. C. Anand, Vice President
- (3) Sh. Gautam Sen Gupta, General Secretary
- (4) Sh. Balkar Singh, Asstt. Secretary
- (5) Sh. Lakhbir Singh, Asstt. Secretary
- (6) Sh. Parveen Goyal, Asstt. Secretary
- (7) Sh. Shiv Shankar Sikdar, CC Member

The All India Punjab & Sind Bank Staff Organisation highlighted the plight of temporary peons in the present socio-economic crises. After lot of deliberations and considering the constraints of the Bank also, and with a view to set at rest all disputes which have arisen or may arise, the Management and All India Punjab & Sind Bank Staff Organisation

agree that cases of temporary employees against permanent vacancies at the state level to be notified by the bank from time to time will be considered for absorption in the subordinate cadre in the following manner :

- (a) Firstly, those employees who have completed 240 days in the preceding 12 months to be reckoned from the date last served or in any other block of 12 consecutive months commencing from 15-4-80. Their interse seniority would be determined state-wise on the basis of the date on which they first worked as temporary employees as per bank's available records.
- (b) Thereafter, the other employees not falling in the above category but have at least worked for 90 days from 1-1-82 to date of this settlement i.e., 16-10-92 shall be given one time opportunity to appear in the selection process of the Bank and their seniority would be determined and selection will be done by preferring those who have joined first in the bank, serialwise that is first-cum-first serve.

All temporary employees falling in the above categories irrespective of the fact whether they applied in response to the recent Bank's advertisement or would not be given the opportunity as stated herein above, if they approach the management before the selection commences. The said opportunity would also be extended to those employees who have taken up the matter with Conciliation Machinery or the Courts or Tribunals either individually or through the Unions. It is further clarified that all cases of temporary employees would be considered subject to verification by the Bank and in accordance with the Bank's recruitment norms against permanent vacancies. It is, however, clarified that the eligibility as regard to the age and the qualifications of the said temporary employees would be reckoned on the date first worked in the bank.

Government guidelines issued from time to time regards SC/ST/PH employees would be followed by the bank.

On regularising the temporary employees against the vacancies so determined, their entry and seniority would be reckoned from the date of their joining the services as regular employees on probation in permanent subordinate cadre.

This settles at rest all disputes and claims, if any, which have already accrued or may arise under any law or settlement.

Copies of this memorandum of Settlement will be jointly forwarded by the parties to the authorities listed in Rule 58 of the Industrial Disputes Acts (Central Rules) so that terms and conditions thereof are binding on the parties as provided in law.

If any doubt or difficulty arises regarding interpretation of provision of this settlement, the matter will be taken up at Head Office level of Punjab & Sind Bank and All India Punjab & Sind Bank Staff Organisation.

FOR MANAGEMENT OF  
PUNJAB & SIND BANK

- (1) S. S. S. Bedi, DGM (Pers)
- (2) Sh. Ashok K. Aggarwal,  
Sr. Manager (IR).

## WITNESSES :

- (1) Lajwinder Singh Manager (IR)
- (2) Mahesh Aggarwal, Clerk/Typist,

H. O. Security Deptt.

FOR WORKMEN ALL  
INDIA PUNJAB & SIND  
BANK STAFF ORGANISATION.

- (1) S. J. S. Rosha, President
- (2) Sh. Gautam Sen Gupta,  
General Secretary.



नई दिल्ली, 16 जुलाई, 1993

का.ग्रा. 1704.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, मै. भारत कोकिंग कोल लिमिटेड की फुलरितण्ड कोलियरी के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, (सं. 2), धनबाद के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 13-7-93 को प्राप्त हुआ था।

[सं. एल-20012/166/91-आई आर (कोल-1)]

एच.सी. गौड़, डेस्क अधिकारी

New Delhi, the 16th July, 1993

S.O. 1704.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal (No. 11) Dhanbad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Phularitand Colliery of M/s. BCCL and their workmen which was received by the Central Government on 13-7-93.

[No. L-20012/166/91-IR(C-1)]

HARISH GAUR, Desk Officer

## ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2) AT DHANBAD

PRESENT :

Shri B. Ram, Presiding Officer.

In the matter of an industrial dispute under Section 10(1)(d) of the I. D. Act, 1947.

REFERENCE NO. 169 OF 1991

PARTIES :

Employers in relation to the management of Phularitand Colliery of M/s. Bharat Coking Coal Ltd. and their workmen.

APPEARANCES :

On behalf of the workmen : Shri S. N. Goswami, Advocate.

On behalf of the employers : Shri B. Joshi, Advocate.

STATE : Bihar

INDUSTRY : Coal

Dated, Dhanbad, the 30th June, 1993

## AWARD

The Govt. of India, Ministry of Labour in exercise of the powers conferred on them under Section 10(1)(d) of the I.D. Act, 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-20012 (166)/91-I.R. (Coal-I), dated, the 3rd December, 1991.

## SCHEDULE

"Whether the management of Phularitand Colliery in Barora Area No. I of M/s. B.C.C. Ltd. is justified in denying regularisation of Shri Shankar Rewani, 'Pay Loader Fitter' in Gr. 'B' w.e.f. 26-11-1989 ? If not, to what relief the said workman is entitled?"

2. This will dispose of the application dt. 28-6-93 filed on behalf of the concerned workman seeking permission for withdrawal of the reference and for passing 'No dispute' Award. In the application it has been simply stated that the concerned workman does not intend to proceed further with the proceeding of the matter of the dispute and so it 1635 GI/93—5.

was requested that the reference be permitted to be withdrawn.

3. It was a case in which the action of the management was challenged when the management denied regularisation of the concerned workman as Pay Loader in Grade-B with effect from 26-11-89.

4. Shri S. N. Goswami, Advocate had identified the concerned workman and he had also signed the application dated 28-6-93. From the record also I find that Shri S. N. Goswami was authorised to represent and deal with the matter in dispute on behalf of the RCMS Union Phularitand Branch. The authority was given by the Branch Secretary and it was accepted by Shri S. N. Goswami, Advocate on 13-1-92. In the circumstances I find no reason as to why withdrawal should not be allowed. In the result, 'No dispute' Award is passed in the reference.

B. RAM, Presiding Officer

नई दिल्ली, 16 जुलाई, 1993

का.ग्रा. 1705.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार वेस्टर्न कोलफील्ड्स लि. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में आरबीट्रेटर, एम. जी. वानरे के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 16-7-93 को प्राप्त हुआ था।

[संख्या एल-22025/8/92-आई आर (सी-II)]

राजा लाल, डेस्क अधिकारी

New Delhi, the 16th July, 1993

S.O. 1705.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Arbitrator, M. G. Wanare as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Western Coalfields Ltd., and their workmen, which was received by the Central Government on 16-7-1993.

[No. L-22025/2/92-IR (C. II)]

RAJA LAL, Desk Officer

## ANNEXURE

BEFORE HON'BLE SHRI M. G. WANARE, DY. C.L.C. (C) RETD. ARBITRATOR UNDER SECTION 10-A OF INDUSTRIAL DISPUTES ACT, 1947 (ACT NO. 14 OF 1947), HQ. NAGPUR, MAHARASHTRA STATE

Case No. 1 of 1993

PARTIES :

Employers in relation to the Management of Pipla Colliery, Nagpur Area, Western Coalfields Limited, Tahsil Saoner, District Nagpur, Maharashtra State and Their Workman Shri Abdul Hanif, General Mazdoor Category-I, Pipla Colliery, Resident of Walni, Tahsil Saoner, District Nagpur (M.S.).

APPEARANCES :

For Workman : Shri Abdul Hanif, Workman himself with Shri Mohd. Tajuddin, General Secretary, CITU Union, Silwara and Shri Vipav B. Meshram, Organising Secretary, CITU Union, Silwara, Dist. Nagpur (M.S.).

For Management : Shri K. K. Bakshi, Dy. Chief Personnel Manager, with Shri A. K. Mehta, Dy. Personnel Manager, Western Coalfields Limited, Nagpur Area, Jaripatka, Nagpur (M. S.).

INDUSTRY : Coal Mining DISTRICT : Nagpur (M.S.)

## AWARD

(DATED, 23RD JUNE, 1993)

1. The Government of India, in the Ministry of Labour, in pursuance of Sub-Section (3) of Section 10-A of Industrial Disputes Act, 1947, published in Gazette of India, order vide their No. L-22025/8/92-IR (C. II) dated 13-1-1993, the joint agreement under Sub-section (1) of Section 10-A of Industrial Disputes Act, 1947 (Act No. 14 of 1947) between the Management-Employers in relation to Western Coalfields Limited in its Nagpur Area and their Workman Shri Abdul Hanif, Ex-General Mazdoor Category-I, in Pipla Coal Mine, Western Coalfields Ltd., Nagpur Area, Nagpur, under which both the parties agreed to refer the industrial dispute as in the Schedule to arbitration of the undersigned and that the terms of reference as indicated therein has been as under :

"Whether the demand of the union/workman dated 26-2-1990 is justified or not ?"

1.1 The demand letter dated 26-2-1990 is not published alongwith the joint agreement. The demand letter (copy) of workman dated 26-2-1990 is produced before me by the workman which is admitted by Management to be true and it is accepted and taken on record and marked as Annexure-I. For the sake of convenience, the extract of demand letter dated 26-2-1990 is given in English as—

"I have been dismissed w.e.f. 14-11-1983 unlawfully and I petitioned the management many times to take me back on job. Prayed dismissal order should be withdrawn and wages be paid for the period of dismissal."

26-2-90

प्रति

सहायक श्रमायुक्त (केन्द्रीय) नागपुर

अर्जदार : अब्दुल हनीफ द्वारा (सीआईटीयू) लाल चौक टिक्कीवाडा

नागपुर-441109

विषय : औद्योगिक विवाद अधिनियम 1947 के तहत कनसिलिएशन

गैर अर्जदार : खान अधीक्षक, वे.को.लि. पिपला खदान.

सहोदय,

सेवा में नम्र निवेदन है कि मैं वेस्टर्न कोलफील्ड्स लिमिटेड पिपला खदान में एमएम 1 में कामगार हूँ। पत्र क्रमांक एस पी एम/सुप्रिटेन्डेंट [एम (पी)-13-बी/83/3319 दि. 14-11-83 के मुताबिक मुझे गैरकानूनी ढंग से जिसमिस कर दिया गया है।

मैंने अनेकों बार काम पर वापस लिये जाने के संबंध में प्रबंधन से आवेदन कर चुका हूँ। मगर प्रबंधन द्वारा मुझे काम पर वापस नहीं लिया गया है।

अतः श्रीमान् से प्रार्थना है कि मेरा जिसमिसल आर्डर वापस लिया जाय और जिसमिसल काल का वेतन दिया जाय। कृपया इस संबंध में कनसिलिएशन हेतु समय निर्धारित कर सूचित करें।

टिप्पणी—जिसमिसल आर्डर की कापी साथ में दी गई है।

धन्यवाद

आपका

स्वा. हस्ताक्षर

अब्दुल हनीफ

एम एम पिपला खदान

टी. न. 517

2. On 3-2-1993 both the parties were heard and procedure to be adopted in this case for hearing etc. was drawn up in consultation with them. Accordingly parties were heard and records were examined and witness was examined. For this purpose proceedings were held on various dates, namely 17-2-1993, 5-3-1993, 23-3-1993, 10-4-1993, 23-4-1993, 7-5-1993 and 14-5-1993 and finally on 26-5-1993.

3. Both parties agreed that arbitration award would be given by the Arbitrator within a period of 3 months from 13-1-1993 or within further time as may be extended by mutual agreement between both the parties in writing. Accordingly both the parties agreed in writing to extend another period and time upto 31st of July, 1993. The agreement is placed on file of this court for the purpose of record etc.

4. The worker filed his say, taken on record and marked as W-II. The Management's statement is taken on record and marked as M-I.

5. The claim of the workman is as under :

5.1 "The workman was chargesheeted on 6-10-1983 as a consequence of the disciplinary action taken in the matter, his services were dismissed with effect from 15-11-1983. The charges of misconducts framed against the workman were that he was absent from duty during the periods mentioned in the chargesheet in the month of July, August and September, 1983. No other charges were framed against him."

5.2 "However, he was taken back in service, it is told in pursuance of the settlement with the INTUC Union. However, the Workman could not complete the requisite attendance for consideration of the employment i.e. 190 days, his case was not considered. The so-called settlement has no legal status and it is not binding upon the workman."

5.3 "The only charge was, absent from duty and it cannot be under any circumstances be a reason for dismissal from the service. Even after the charges are held proved, the punishment imposed is harsh and not commensurate with the gravity of the misconduct said to have been proved against the workman."

5.4 "The enquiry was not proper and legal for not providing him an opportunity to defend the case, non-supplying of the documents related to the charges, non-supplying the copy of the enquiry proceedings, non-maintaining of the order sheet of the proceedings of the enquiry by the Enquiry Officer, prior to the imposition of the penalty so as to enable him to represent on the matter of the findings. On all these grounds the enquiry is vitiated and the order of the dismissal stands vitiated."

5.5 "The past records of the workman have never been read to him so that he could have represented. It also does not form a part of the enquiry. It has not disclosed all the previous records by the authorities concerned, which it appears have not been considered, but a formal statement is made that the previous records of the workman has been considered. On this ground, the enquiry is vitiated. It has not afforded any defence, duly assisted by a representative of his choice. The entire proceedings were held as post-haste without affording an opportunity to the delinquent to defend his case. On all these grounds the workman is entitled to be reinstated in service and Award to that effect be passed accordingly by this Authority in the interest of justice and good conscience".

Their claim is marked as Exhibit W-I and W-II and placed on record.

5.6 The workman submitted that he was not party to the agreement dated 22-2-1989 between the management of Western Coalfields Ltd. and the INTUC Union, according to which those workmen completing 190/240 days attendance in any 5 preceding calendar years before termination of their employment will be considered for reemployment and that he was not even member of the said Union and therefore he cannot be made a scape goat for any agreement whatsoever.

5.7 The workman submitted that the irregularities committed by Enquiry Officer in conducting the semi-judicial proceedings have not been explained by the management and that from the proceedings it is very clear that the enquiry is conducted with prejudice to deny justice. It was submitted that the workman was a regular employee and the charges of a few days absence from duty is a very trivial matter and the enquiry officer has not gone into the validity of circumstances for remaining absent from duty and that moreover the absence from duty for a very short period does not establish the charge of habitual absenteeism as emphasised by the Enquiry Officer and except for the trivial charge, the workman is an efficient, honest and loyal workman and the punishment of dismissal on trivial matter is too harsh and inhuman.

5.8 While concluding it was submitted that the whole enquiry was vitiated and therefore enquiry proceedings may be quashed and that reinstatement of the Workman be ordered with retrospective effect.

6. The management's case has been as under. Their say is taken on record and marked as Exhibit M-I.

6.1 The management chargesheeted the workman on 6th October, 1983 as a consequence of the disciplinary action taken for continuous absence i.e. on 6th to 16th July, 1983, 7th August, 8th, 10th 11th, 13th and 20th of August, 1983 and 1st, 10th to 17th, 26th, 27th and 28th September, 1983 and the absence were without prior permission and that the workman formed habit of absents without permission from his superiors and that this amounted to grave misconduct.

6.2 The management conducted an enquiry on 1-11-1983 after issuing chargesheet and that during the course of enquiry full opportunity was given to enable the workman to defend himself. The workman, however, accepted charges unconditionally. The Enquiry Officer with a view to give full opportunities asked the workman whether he wants to say anything in his defence or whether he wants to produce any documents or whether he wants to examine any witnesses.

6.3 The workman answered that he did not want to say anything or he did not want to examine any witnesses or to produce any documents. As such, the enquiry was completed and the finding was given by the Enquiry Officer on the same day in which it was found that the charges levelled against the delinquent workman were proved. After going through the findings of the enquiry officer, the services of the delinquent were terminated and he was dismissed with effect from 15-11-1983 by order dated 14-11-1983, as the workman was guilty of the charges and he did not take any action or made any appeal against the said order of dismissal, till he approached the learned Assistant Labour Commissioner, Nagpur, for reconciliation in the year 1990.

6.4 In the meantime, the recognised Union known as Rashtriya Koyala Khadan Madoor Sangh (RKKMS) which is affiliated with INTUC raised the issue regarding dismissal of the workman for habitual absence. During the settlement it was agreed as under:

"It is agreed between the parties that 90 persons names in Annexure B, whose attendance performance has been found satisfactory as per the mutually agreed norms i.e. 190/240 days in any of the five preceding calendar years, will be considered for employment afresh, subject to their medical fitness to be certified by Company Medical Officer."

Thus it is clear from the settlement that the persons who were showing reasonable performance about attendance during the five preceding calendar years were to be considered for a fresh employment. The said workman was to be considered for fresh employment which clearly means that they were to be considered for fresh employment without cancellation of the dismissal order. In all 131 workmen were recommended by the said Union for the purpose of considering their cases for fresh employment and the name of the said person/workman was at Sr. No. 121 of the said Annexure. However, the persons whose names appeared in Annexure-B were considered for fresh employment as the attendance of these persons were within the norms for five preceding years. The remaining workmen were not considered as they did not attend the work even for 190 days during the period of five preceding years, and his name was not found therein.

6.5 This clearly shows that the present workman viz. Shri Abdul Hanif was habitual in remaining absent without any reasonable cause or prior permission.

6.6 As per the terms of the settlement, it was specifically agreed between the parties that the remaining 34 persons names in Annexure-C whose attendance performance have not been found satisfactory because of not putting 190/240 days attendance in any of the five preceding calendar years before termination of their services would not be considered for reemployment or for any benefits whatsoever and it was also further settled that the Union or the workman individually, will not raise any dispute at any forum. The Management also specifically denied that the settlement is not legal and has no legal status and the said is not binding upon the workman.

6.7 The Management also submitted that in fact the said workman as well as Party No. 2 did not bother to challenge either the dismissal order dated 14-11-1983 or the settlement dated 20-12-1988 which clearly shows that the present dispute is hopelessly barred by limitation and does not open for the party to challenge the legal status of the settlement dated 22-2-1989. Even otherwise, there is no force in the submission that the said settlement has no legal status or it is not binding upon the workman. The said settlement is perfectly legal and it is not open for challenging the settlement or any of the terms of the said settlement.

6.8 The management also submitted that it is not open for the workman to challenge the enquiry proceedings at this stage as the matter is referred to this Hon'ble Authority only for considering the punishment imposed for the charges which are already held and proved. As such, the workman cannot be permitted to challenge the enquiry proceedings. The management also specifically denied as false, malicious and mischievous that there was no opportunity given to the said workman to defend the case. Management also denied that the documents relating to the charges were not supplied to him. The management also denied that the order-sheet was not properly maintained.

7. The true copies of chargesheet, enquiry proceedings are verified by the parties. The same are taken on records and exhibited.

8. The undisputed facts have been that this workman was employed as Mazdoor (MM-1) at Pipla Colliery of Western Coalfields Ltd., Nagpur Area on 21st November, 1974 and that the workman was chargesheeted on 6th October, 1983 for alleged misconduct of continuous absence from duty and that domestic enquiry was conducted on 1st November, 1983 and that as a result of findings by domestic enquiry dismissal order dated 14th November, 1983 was issued and that the workman stood dismissed on 15th November, 1983. No appeal was preferred by worker as per certified Standing Order. Group of 7 workers jointly requested on 9-1-1984 to the General Manager for jobs. This worker individually submitted on 25-10-1989 petition requesting re-appointment.

8.1 The recognised Union, RKKMS (INTUC) in the field raised a demand at bilateral level about dismissal/termination of services of 131 workmen in various Collieries including Pipla Colliery on account of continuous absence from duty and/or poor attendance. It is admitted that the name of this workman appeared at Sl. No. 121 in the list of 131 workers for whom above said issue was raised for resolving the matter. As a result of bilateral negotiations the RKKMS (INTUC) and the management of Western Coalfields Ltd. agreed to the terms of settlement in Form H of the I. D. Act, 1947 on 22nd February, 1989 (Exhibit M-I) and drawn up a policy decision for settling any or deciding the issue and/or cases of terminated and/or dismissed workers on account of poor attendance and/or continuous absence. As per above said policy decision these workmen who have put in 190/240 days of attendance during the period of 5 years preceding the termination/dismissal shall be re-employed as fresh recruits. The relevant paras (6) and (7) of the terms of settlement dated 22-2-1989 reads as under :

"(6). It is agreed between the parties that the 34 persons named in Annexure C whose attendance performance have not been found satisfactory because of not putting 190/240 days attendance in any of the five preceding calendar years, before termination, will not be considered for re-employment or any other benefits whatsoever, for which union or the workmen individually, will not raise any dispute at any forum."

(7). This settlement puts an end to all disputes whatsoever of employment in Nagpur Area and there is no other persisting claim for any other employment or any benefit or privilege pertaining to any worker(s) terminated on account of continuous/habitual absence or struck off from rolls and all the disputes between the management and union stand finally resolved."

8.2 The term of attendance as per policy if applied, this workman could not be reemployed by the management.

8.3 On scrutiny of records/registers furnished by the management, the following factual position of attendance is revealed. This is taken as correct. It is not challenged by workman. This information relates to actual attendance of workman during the preceding 5 years from 1983 (Nov.) year of dismissal of workman. This fact has been shown to the workman during the course of proceedings before me. This position was accepted as correct.

January to December	No. of days of actual attendance of workman in Pipla Colliery.
1979	171
1980	134
1981	143
1982	174
1983 upto 14-11-83	113

8.4 I find that the number of days of working would be 281 or so after deducting and/or taking into account of the 52 weekly days of rest, 7 paid holidays, 10 casual leave and annual leave.

9. Both the parties had disagreement on the following areas.

9.1 The workman submitted that he has been chargesheeted for continuous absence though he was not continuously absent for exceeding 10 days though he was absent on certain days in July, 1983 for 6th to 11th and in August 1983 on 1st to 8th, 10th, 11th, 13th and in September, 1983 on 10th to 17th, 26th, 27th and 28th and that he was neither member of the recognised union RKKMS (INTUC) nor he assured them to represent him during the course of negotiation.

9.2 The management contended that the workman had a very poor record of attendance and that his case was sponsored by the recognised union for re-employment along with 131 workmen and that this contention raised before the Arbitrator on this score is an after thought and that it is not correct to say he had been member of CITU Union. INTUC being recognised Union in field raised an issue of re-employment. The claim of workman raised with the aid of CITU is not tenable in view of the bilateral settlement which is legally valid and binding on the workman. The workman never bothered to agitate in any manner his claim of re-employment since 14th November, 1983. This workman only on 9-1-1984 submitted a joint application to the General Manager in a cryptic manner for considering him for re-employment and on 25-10-1989 he submitted application for re-employment and all this action was taken by him after having failed to get relief by settlement with recognised INTUC Union.

10. Both the parties as already stated in the para hereinabove mentioned agreed to refer an industrial dispute to the arbitration of the undersigned. The agreed terms of reference per Government of India Gazette Notification reads as under :

"Whether the demand of the Union/workman dated 26-2-1990 is justified or not?"

10.1 I find the demand of the union as made by CITU Union on 26-2-1990 has been as rendered in English and given below though it is already given above. It is for convenience. This CITU Union's letter was not found in Government Gazette Notification under consideration. This letter is true copy which is accepted by the management as correct. This demand addressed to the Assistant Labour Commissioner (C), Nagpur forms terms of reference before me and that this is to be decided whether this demand is justified or not. Let us see how it reads :

"To

Assistant Labour Commissioner (Central), Nagpur.

Subject : Conciliation under Industrial Disputes Act, 1947  
Applicant : Abdul Hanif through CITU, Lalchowk, Silwara, Nagpur-441109.

Non-applicant : Superintendent of Mines, WCL, Pipla Mine.

Sir,

Humbly submitted that I am workman MM-I of Pipla Mine of Western Coalfields Ltd., I have been dismissed

illegally by letter No. SPM/Superintendent M/(P)/13-B/83/3319 dated 14-11-1983.

I have submitted applications many times to the management requesting to take back me on job. But the management did not take me back on job.

Therefore, I pray that my dismissal order be revoked and be paid wages for the period of dismissal. Please fix up date for holding conciliation of proceedings.

Note : Copy of dismissal order is enclosed herewith.

Thanking you

Yours

Sd/- Abdul Hanif  
MM-I, Pipla Colliery,  
T. No. 517."

11. The following issues are framed to decide the matter before me.

11.1 (1) Whether the workman has been employed ? If so, from what date ?

(2) What was status of his daily attendance during the period of employment ?

(3) Whether proper chargesheet was issued ?

(4) Whether domestic enquiry was held ?

(5) Whether principles of natural justice have been observed or not ?

(6) Whether appeal/representation was made by the workman ?

(7) Whether worker's claim and/or cause was agitated in the past to seek relief; If so, the result thereof ?

(8) Whether dismissal order can be set aside ?

(9) Whether the workman is due wages as demanded in his demand dated 26-10-1983 ?

(10) Whether relief to workman is available ? If so, what relief ?

12. Issue No. 1 : Whether in employment.

I examined the records of the mines produced by the management. I found that this workman was employed as General Muzdoor described as MM-1 with effect from 21-11-1974 in Pipla Coal Mine of the management being Western Coalfields Ltd. This position is accepted by both the parties. I answer affirmatively. Thus the issue is decided in favour of this workman that he was employed as MM-1 w.e.f. 21-11-1974.

13. Issue No. 2 : Status of attendance.

As per factual position about attendance already stated above under foregoing para shows that a glance at attendance during the five years preceding to the dismissal has been very poor. The workman was expected to have attended his duty at least for 280 days or so. I find maximum attendance the workman had was 174 days in the year of 1982, while attendance in the year 1979 was 171 days and in the years 1980 attendance was 134 days and it was 143 in the following year of 1981 and that in the year of 1983 (upto November 1983) it was 113 days being lowest attendance.

14. An employee is under obligation not to absent himself from work without good cause during the time at which he is required to be at work by the terms of his contract of service. Absence without leave is one of the common cause that constitute misconduct in industrial employment. In other words absence from duty without the permission of the employer will be a misconduct which will expose the employee to disciplinary action by the employer. Therefore, the absence of an employee from duty if it amounts to misconduct inconsistent with the due and faithful discharge of his duties would constitute good cause of his dismissal. Habitual absence from duty without leave has been made a misconduct under certified standing orders applicable to Pipla Mines of Western Coalfields Ltd. It may be mentioned incidentally that no employee can claim leave of absence as a matter of right and remaining absent without leave will itself constitute gross violation of discipline which view is expressed in case of Rabindra Nath Sen (Calcutta HC 1963 I LLD). It cannot said that the workman was not habitually absent. The argument of the management that the concerned workman formed a chronic habit of remaining absent from duties without permission for weeks together. This fact can

be easily seen from records. The workman has not given any specific reason for absence, cannot be rejected. The records of attendance of workman, I feel, has been very poor and it cannot be said to be satisfactory by any yardstick. I answer the issue No. 2 accordingly.

15. Issue No. 3 : Whether proper chargesheet was issued ?

Issue No. 4 : Whether domestic enquiry was held ?

Issue No. 5 : Whether principles of natural justice have been followed ?

15.1 I take up all the three issues as abovesaid together as a matter of convenience. I find chargesheet was issued stating specific dates of absence in a period of three months i.e., July 1983 to September, 1983 and it was mentioned in the charge sheet about absents regularly "constituted misconduct" under para 17(D)(d) and (i) for habitual absence without leave, without sufficient cause. It also stated that "and for causing wilful damage to work in progress due to your non-attendance in duty".

15.2 The Union argued that absence without notice from duty is trivial matter and it is not a serious one. This view, I reject it as absence of this type is misconduct.

15.3 I find the charge issued is specific date of absence and does not suffer from ambiguity. Since specific dates of absence were given, it cannot be said to be vague or presumptive and on this ground the charge sheet does not fail. The worker's contention that absence without reason was not grave, cannot be accepted when question of industrial discipline is to be looked into. The worker admits that he was absent intermittently and not habitually. Even if absence is intermittent it is not a good behaviour of employed persons. No management can afford to have such type of worker whose absence admittedly is observed very often, during past five years preceding to the date of issuance of charge sheet. I do not agree with the argument of workman that the charge sheet is vague. Perhaps the workman puts stress on the second charge in charge-sheet which states that wilful damage was caused to work in progress. I find this part of charge sheet has a wider meaning and it is used in that sense. I cannot say it has vagueness. Worker's absence without notice causes damage to the smooth running of the establishment and work progress stands disturbed which causes damage in an unspoken way and/or unexpressed and/or unexplained fashion. The management perhaps cannot be attacked on this score on framing of charge sheet. The workman was given an opportunity to meet the charges. The argument of the Union/Workman does not hold much of waters. A workman absents himself from work without permission and without making any application for leave, such act is gross violation of discipline vide *Burn and Co. Ltd., Case 1959 LLJ*. S.C. I, therefore, answer the issue No. 3 that proper charge sheet has been issued to the workman.

15.4 The issue Nos. 4 and 5, whether domestic enquiry was held and whether principles of natural justice have been followed, I take both the above issues for examination etc. for sake of convenience. The management repeatedly argued that domestic enquiry and proceedings thereof are not open to challenge in arbitration proceedings. I reject this view outright and hold that I am within my rights to examine the Domestic Enquiry proceedings held by the management, which fact is essential to adjudicate the issues before me. The workman was issued a proper charge sheet as has been held while deciding the relevant issue. The appointment of Enquiry Officer was challenged on the ground that Enquiry Officer was Welfare Officer of Pipla Colliery and he was "subordinate or inferior" to the disciplinary authority—Superintendent of Mines who is senior to Enquiry Officer and he has bias and the worker further stated that finding of Enquiry Officer was improper, not impartial and it was mala fide. The Union/Workman attributed bias, partiality and mala fide to Enquiry Officer on the ground that Enquiry Officer was subordinate to disciplinary authority etc. This is a grave charge against the Enquiry Officer. The workman has during the course of enquiry, at no stage, objected to the appointment of Enquiry Officer on any grounds, leave aside impartiality and/or bias. I cannot, therefore, dismiss the argument of the employer that the Enquiry Officer was not Welfare Officer, Pipla Colliery, but he has been Officer of area office and that there was no objection from Workman/Union for his appointment as Enquiry Officer. The Union attributed partially, bias, mala fide to Enquiry Officer, of course these allegations have not been substantiated. In absence of any particulars of bias, the enquiry cannot be held

to be vitiated vide case of *Golan Rasul, Calcutta H.C. 1963 II LLJ*. For instance where the workman takes part in the enquiry without raising any objection and then makes imputation against the Enquiry Officer of bias, the inference of bias should not easily be drawn. This has been viewed in the case of *Kahiyar Estate 1971 LLJ (Ker. H.C.)*. The mere fact that the Enquiry Officer is an employee of the management cannot lead to the assumption that he was bound to decide the case in favour of the management. This view is expressed by highest judicial authorities like Supreme Court while dealing with the case of *Delhi Cloth and General Mills Ltd. 1970 LLJ I*. It is well known that enquiry of this type are generally conducted by officers of the employer and in absence of any special bias attributable to a particular Officer, it has never been held that the enquiry is bad, just because it is conducted by an officer of the employer. I rely squarely on the judicial view laid down by Supreme Court in case of *Saran Motors (P) Ltd. 1964 II LLJ Page 139 Per Gajendragadkar J.* The Union/Workman failed to show me any material to establish bias and or partiality. I hold that the Union's argument does not stand as it has no propriety whatsoever to support it.

15.5 It is undisputed that the workman during the course of domestic enquiry admitted the absence from duty without any application and/or reasons shown to the management. The dates on which absence of workman without application was admitted by workman as this was matter of records, i.e., attendance registers maintainable by statute. These registers were shown to workman by the Enquiry Officer who recorded these facts in the enquiry proceedings. But, if the workman admits his guilt, to insist upon the management to let in evidence about the allegations (of absence without leave application etc.) will only be an empty formality and in such cases it will be open to the management to examine the workman himself, even if in the first instance, so as to enable him to offer any explanation for his conduct or to place before the management any circumstances which will go to mitigate the gravity of the offence. May see Supreme Court views in case of *Central Bank of India—1967 II LLJ SC*. Where accusation is based on matter of record of facts are admitted, it may be permissible to draw attention of the accused to the evidence on record goes against him and which if he cannot satisfactorily explain, must lead to the conclusion of his guilt vide case of *Firestone Tyre and Rubber Co. Ltd. 1967 II LLJ S.C.* The Supreme Court held that when once, the workman himself had in answer to the charge levelled against him, admitted his guilt there would be nothing more to enquire into by the management.

15.6 All that is necessary is that the Enquiry Officer should consider only the relevant evidence and give opportunity to the person proceeded against for rebutting it (*R. P. David and Co. 1965 I LLJ Mad.*) The test referred to in above paras if applied shows that ample opportunity was given to workman to defend himself and Enquiry Officer's report seems to be fair and just holding workman guilty of misconduct of absence from duty. It is of course not necessary that the report shall be elaborate (*Powari Tea Estate 1965 II LLJ SC*). In other words it may be that the Enquiry Officer need not write a very long or elaborate report (*Khardah and Co. Ltd. 1963 II LLJ SC*). The important thing is findings of Enquiry Officer must be supported by legal evidence vide Supreme Court on *Central Bank of India* case reported in *1969 II LLJ*. I find that report of Enquiry Officer in this case is based on entries in statutory record. I find no fault with Enquiry Officer's report or Enquiry Officer's proceedings. The Union has nowhere brought out evidence to support their views. In conclusion I find a fair domestic Enquiry was held and the principles of natural justice were followed by the Enquiry Officer. I have answered this issues at No. 4 and 5 above.

16. Issues No. 6 and 7 :

Whether dismissal was appealed and whether the worker's cause was agitated to seek relief and if so result thereof.

The issue No. 6 and issue No. 7 can conveniently be dealt with together. I treat them accordingly.

16.1 The certified Standing Order applicable to this establishment lays down under clause 18 as below ; relevant portion reads as under :

"any appeal to such an authority shall be made within 30 days of the decision of the Manager/Competent Authority. The Appellate Authority shall normally give his decision within 30 days of the receipt of the appeal."

16.2 The Union/workman during the course of proceedings contended that an appeal has been made to the management who have not yet decided the appeal and in support of their say the Union filed copies of representations made to the management. It is marked exhibit as WI (a) (b) (c) (d) and taken on records/file of this court.

16.3 Admittedly the workman himself along with 6 other employees perhaps placed in the same situation, addressed joint application in Hindi on 9-1-1984 stating that they should be taken back on duty. They stated therein that they were awarded dismissal letter in the evening of 15-11-83 without preceding warning and they be taken back on duty. This joint application dated 9-1-1984 cannot be said to be an appeal against dismissal within the meaning of clause 18 of Certified Standing Orders applicable to the establishment. The workman furnished a copy of letter dated 25-10-1989 addressed to General Manager, Western Coalfields Ltd., He submitted therein that he could not attend his duties properly and as a result he had been terminated on 14-11-1983 and that he came to know such of candidates were being considered for reappointment and that he offered promise that he would not remain absent from duty in future. Therefore he may be considered sympathetically for reappointment. This application dated 25-10-1989 too cannot be said to be an appeal. Above said communications dated 9-1-1984 and 25-10-1989 could be at the most treated as application for compassionate consideration.

16.4 On issue No. 6 I answer that no appeal as per Certified Standing Order was made by the workman.

16.5 The next issue No. 7 is whether the worker's claim and/or cause was agitated for seeking relief. The Union submitted that the worker's cause was mooted by the R.K.K.M.S. Union (INTUC) though he was not member of the INTUC Union nor did the Workman approached the INTUC Union to seek any relief and/or placed his case for reappointment/reinstatement. It is interesting to note that this workman was dismissed on 14th November, 1983 and that the CITU Union—Lal Zanda Coal Mine, Mazdoor Union which claims that the workman, a member of the CITU Union, has not addressed a single communication and/or letter to the management of Western Coalfield Ltd., though there has been existing a multi-tier system of handling of Industrial Relation in Western Coalfields Ltd., with all the affiliates of Central Unions and CITU has been meeting periodically at different levels i.e., Local Level, i.e. Unit Level, G.M. Level, and Company Level. It is understood this Union has nowhere raised the issue of reinstatement of this worker. The CITU, however, raised this issue first time before the Assistant Labour Commissioner some time in the year 1990. The factual position as admitted has been that the workman was dismissed on 14-11-1983 and his case was taken up first time by CITU Union in 1990 after a lapse of 7 years period. During the course of proceedings no reasons for inaction on the part of Union, however, were explained, or indicated and the workman too could not say anything on this score.

16.6 Besides representations made by the workman on 25-10-1989 there has been no attempt made to seek relief to workman by the CITU which claimed that this workman has been its member. The management vehemently argued that the cause of this workman was espoused and raised by recognized R.K.K.M.S. Union (INTUC) on 9-9-1985 the issue regarding dismissal of this workman along with 131 workmen of various Collieries of the Nagpur Area and that the name of this workman could be found at Sr. No. 121 against Pipla Coal Mines of Nagpur Area and as a result of bilateral talks a settlement in form 'H' was drawn up laying down the policy as to how to treat for re-employment of the cases of absentee employees. I have already recorded in foregoing para that policy decision has been laid down by management with the recognized INTUC Union. To sum up to say that the policy has been that workmen completing 240/190 days of attendance on surface/underground, as the case may be, in the preceding 5 years from the dismissal month could be reappointed afresh. As per this policy this workman could not qualify the test for reappointment. It is settled law in

the industry that the recognised Union can lay down policy which certainly stands always applicable to all the workman of the establishment whether they are members of the recognised Union or not. The CITU Union does not accept this position and advanced plea that Workman is not member of INTUC Union. Technically speaking CITU is not wrong. But, when an industrial relations are dealt with, the contention of CITU does not hold much of waters. The CITU Union to me, does not accept the settlement in question because it does not bring any relief which was expected by CITU Union which, therefore, did not raise this issue prior to 1990. The Management submitted that neither the workman nor the Union bothered to challenge the settlement dated 20-12-1988 with R.K.K.M.S. (INTUC) Union nor he raised dispute before any forum. I find lot of force in the submission of the management. The workman's contention that he was not member of INTUC Union and that he has been member of CITU Union, clearly seem to be an after thought one. The circumstances do not help CITU Union in any way in this regard.

16.7 Issue No. 7 is answered that the cause of workman was agitated but the workman could not get any relief.

17. Issue No. 8 : Whether dismissal order can be set aside is taken up for examination. I have held in foregoing paras that proper domestic enquiry has been held and that principles of natural justice have been followed. This being position there is no material brought before me by the workman/Union to interfere with the enquiry proceedings. I hold that dismissal order No. SPM/Supdt. M(P)/13-B/83-3319 dated 14-11-1983 cannot be interfered with. It stands undisturbed and it cannot be set aside. Issue No. 8 is answered accordingly.

18. Issue No. 9 : Whether wages are due as per demand of workman/Union dated 26-10-1983.

18.1 Let us examine the demand letter dated 26-10-1983 which is part of terms of reference before me. The demand does not indicate reasons and/or justification worth the name. It is cryptic. The workman demands wages for the period of dismissal. There have been no mention of reasons in demand letter as to why dismissal order should be struck down. I have already held that the dismissal order does not call for any interference. The dismissal order dated 14-11-1983 is the result of domestic enquiry report which is held by me as fair and in accordance with the principles of natural justice. The punishment awarded for proved misconduct of absenteeism is justified. It would be revealed from foregoing paras that the workman has not even submitted appeal in accordance with the certified standing orders. The workman finally stood dismissed w.e.f. 15-11-1983. As already said since dismissal order is held proper and fair, the workman is, therefore, not entitled to any wages as demanded. The demand for wages cannot sustain and it fails. I answer the issue No. 9 that this workman is not due any wages as demanded in his letter dated 26-10-1983.

19. The last Issue No. 10 is about availability of relief to workman. I draw my powers from the joint agreement between the two parties and that such an agreement designed and drawn up the terms of reference duly agreed by the parties. Both the parties had drawn up the terms of reference which are published in Government Gazette. I cannot overstep it. In the wisdom of the parties, the terms of reference were agreed and the Arbitrator was called upon to find out whether the demand dated 26-10-1990 is justified or not and nothing beyond this. Both the parties in the terms of reference did not ask me to grant any relief. The text of relevant extract of the demand letter dated 26-2-1990 reads :

"मैंने अनेकों बार काम पर वापस लिये जाने के संदर्भ में प्रबंधन से आवेदन कर चुका हूँ। मगर प्रबंधन द्वारा मुझे काम पर वापस नहीं लिया गया है।

अतः श्रीमान से प्रार्थना है कि मेरा डिसमिसल आर्डर वापस लिया जाये और डिसमिसल काल का वेतन दिया जाये। कृपया इस संबंध में कन्सिडरेशन हेतु समय निर्धारित कर सूचित करें।"

The demand is for revocation of dismissal order dated 14-11-1983 and payment of wages for dismissal period. I

find as already discussed in paras hereinbefore, 'the dismissal is in order and it is justified. I answer this issue accordingly. The demand dated 26-10-1990 is not justified.

20. I view the terms of reference does not call for any relief. The Arbitrator cannot enter into the question of granting relief. The question of relief cannot be touched upon. Arbitrator is not empowered to do so. I cannot, therefore, examine the aspect of grant of any relief in this regard.

20.1 The demand of the workman/Union of 26-2-1990 in view of which has been discussed hereinabove is not justified. This is my award.

20.2 Parties to bear their own cost.

Nagpur,

Dt. 23-6-1993.

M. G. WANARE, Arbitrator  
U/s. 10-A of I.D. Act, 1947.

नई दिल्ली, 20 जुलाई, 1993

का.भा. 1706.—कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा 1 की उपधारा (3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा 1-8-1993 को उस तारीख के रूप में नियत करती है, जिसको उक्त अधिनियम के अध्याय-4, (धारा-44 और 45 के सिवाय जो पहले ही प्रवृत्त की जा चुकी है) और अध्याय-5 और 6 (धारा 76 की उपधारा (1) और धारा 77, 78, 79 और 81 के सिवाय जो पहले ही प्रवृत्त की जा चुकी है) के उपबन्ध आन्ध्र प्रदेश राज्य के निम्नलिखित क्षेत्र में प्रवृत्त होंगे, अर्थात् :—

“जिला मेडक के पाटनचेरु मंडल में राजस्व ग्राम पाशा मैलाराम की सीमाओं के अन्तर्गत आने वाले क्षेत्र”।

[संख्या एस-38013/14/93-एस एस-I]

जे.पी. शुक्ला, अवर सचिव

New Delhi the 20th July, 1993

S.O. 1705.—In exercise of the powers conferred by sub-section (3) of Section 1 of the Employees State Insurance Act, 1948 (34 of 1948) the Central Government hereby appoints the 1st August, 1993 as the date on which the provisions of Chapter IV (except Sections 44 and 45 which have already been brought into force) and Chapter V and VI (except sub-section (1) of Section 76 and Sections 77, 78, 79 and 81 which have already been brought into force) of the said Act shall come into force in the following areas in the State of Andhra Pradesh namely :—

“Areas falling within the limits of Pesha Mallaram revenue Village of Patancheru Mandal of Medak District.”

[No. S-38013/14/93-SS-I]

J.P. Shukla Under Secy.

नई दिल्ली, 20 जुलाई, 1993

का.भा. 1707.—कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा 1 की उपधारा (3) द्वारा

प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा 1-8-1993 को उस तारीख के रूप में नियत करती है, जिसको उक्त अधिनियम के अध्याय 4 (धारा 44 और 45 के सिवाय जो पहले ही प्रवृत्त की जा चुकी है) और अध्याय-5 और 6 (धारा 76 की उपधारा (1) और धारा 77, 78, 79 और 81 के सिवाय जो पहले ही प्रवृत्त की जा चुकी है) के उपबन्ध केरल राज्य के निम्नलिखित क्षेत्र में प्रवृत्त होंगे, अर्थात् :—

“जिला कसारगोड के कसारगोड तालुक में राजस्व ग्राम मधुर के अन्तर्गत आने वाले क्षेत्र”

[संख्या एस-38013/12/93-एस एस-I]

जे.पी. शुक्ला, अवर सचिव

New Delhi, the 20th July, 1993

S.O. 1707.—In exercise of the powers conferred by sub-section (3) of Section 1 of the Employees State Insurance Act, 1948 (34 of 1948) the Central Government hereby appoints the 1st August, 1993 as the date on which the provisions of Chapter IV (except sections 44 and 45 which have already been brought into force) and Chapter V and VI (except sub-section (1) of Section 76 and Sections 77, 78, 79 and 81 which have already been brought into force) of the said Act shall come into force in the following areas in the State of Kerala namely :—

“Area within the revenue Village of Madhur in Kasargod taluk of Kasargod District.”

[No S-38013/12/93-SS-I]

J.P. SHUKLA Under Secy.

नई दिल्ली, 20 जुलाई, 1993

का.भा. 1708.—कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा 1 की उपधारा (3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा 1-8-1993 को उस तारीख के रूप में नियत करती है, जिसको उक्त अधिनियम के अध्याय-4 (धारा 44 और 45 के सिवाय जो पहले ही प्रवृत्त की जा चुकी है) और अध्याय 5 और 6 (धारा 76 की उपधारा (1) और धारा 77, 78, 79 और 81 के सिवाय जो पहले ही प्रवृत्त की जा चुकी है) के उपबन्ध केरल राज्य के निम्नलिखित क्षेत्र में प्रवृत्त होंगे, अर्थात् :—

“जिला त्रिवूर के तालुक मुकुंदपुरम में राजस्व ग्राम अलाप्पूर, पुथनचीरा, कक्कुलीसारी और वदमा के अन्तर्गत आने वाले क्षेत्र।”

[संख्या एस-38013/13/93-एस एस-I]

जे.पी. शुक्ला, अवर सचिव



New Delhi, the 20th July, 1993

S.O. 1708.—In exercise of the powers conferred by sub-section (3) of Section 1 of the Employees' State Insurance Act, 1948 (34 of 1948) the Central Government hereby appoints the 1st August, 1993 as the date on which the provisions of Chapter IV (except Section 44 and 45 which have already been brought into force) and Chapters V and VI (except sub-section (1) of Section 76 and Sections 77, 78, 79 and 81 which have already been brought into force) of the said Act shall come into force in the following areas in the State of Kerala namely :

"Areas within the revenue villages of Alathur, Puthenchira Kakkulissery and Vadama in Mukundapuram taluk of Thrissur District."

[No S-38013/13/93-SS-I]

J. P. SHUKLA, Under Secy.

नई दिल्ली, 22 जुलाई, 1993

का.आ. 1709.—यन: मैसर्स महाराष्ट्र एण्टी बायोटेक्स एण्ड फार्मास्यूटिकल्स लिमिटेड एस-1 एम आई डी सी एरिया, हिन्गरा रोड, नागपुर 16 (इसके आगे जहाँ कहीं भी उक्त स्थापना शब्द का प्रयोग हो इससे अभिप्राय उक्त स्थापना से है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (इसके आगे उक्त अधिनियम के नाम से निर्दिष्ट) की धारा 17 की उपधारा (1) के खंड (क) के अन्तर्गत छूट प्राप्त करने के लिये आवेदन किया है।

यह केन्द्र सरकार की राय में उक्त स्थापना के कर्मचारियों के लिये तैयार किये गये भविष्य निधि नियमों में अंशदान की दर उक्त अधिनियम की धारा 6 में उल्लिखित कर्मचारी अंशदान की दर से कम नहीं है तथा इसके कर्मचारियों को मिलने वाले भविष्य निधि लाभ उक्त अधिनियम तथा कर्मचारी भविष्य निधि स्कीम, 1952 (इसके आगे जहाँ कहीं भी स्कीम शब्द का प्रयोग किया गया है उसमें अभिप्राय उक्त स्कीम से है) में उल्लिखित लाभों से किसी भी प्रकार से कम नहीं है जो इस वर्ग की स्थापनाओं में कार्यरत कर्मचारियों को उपलब्ध है।

अब इसलिये उक्त अधिनियम की धारा 17 की उपधारा एक के खंड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और संलग्न अनुसूची में वर्णित शर्तों के अधीन केन्द्रीय सरकार इसके द्वारा उक्त स्थापना को उक्त स्कीम के सभी उपबन्धों के लागू होने से छूट प्रदान करती है।

अनुसूची

1. उक्त स्थापना से संबंधित नियोक्ता केन्द्र सरकार के द्वारा समय-समय पर दिये गये निर्देश के अनुसार उक्त अधिनियम की धारा 17 की उपधारा (3) के खंड (ख)

में उल्लिखित निरीक्षण के लिये सुविधाएं प्रदान करेगा और ऐसे निरीक्षण प्रभार की अदायगी प्रत्येक माह की समाप्ति के 15 दिन के अन्दर करेगा।

2. न छूट प्राप्त स्थापनाओं के संबंध में उक्त अधिनियम और उनके अधीन सृजित उक्त स्कीम के अन्तर्गत देय अंशदान की दर में स्थापना के भविष्य निधि नियमों के अन्तर्गत देय अंशदान की दर किसी समय भी कम न होगी।

3. पेशगियों के मामले में छूट प्राप्त स्थापना की स्कीम कर्मचारी भविष्य निधि स्कीम, 1952 से कम हितकर नहीं होगी।

4. उक्त स्कीम में कोई भी संशोधन जो स्थापना के वर्तमान नियमों के अधिक लाभकारी है उन पर अपने आप लागू किया जायेगा। उक्त स्थापना के भविष्य निधि नियमों में कोई भी संशोधन, क्षेत्रीय भविष्य निधि आयुक्त को पूर्व अनुमति के बगैर नहीं किया जायेगा और जहाँ किसी संशोधन से उक्त स्थापना के कर्मचारियों के हित के प्रतिकूल प्रभावी होने की संभावना है वहाँ अपनी अनुमति देने से पूर्व, क्षेत्रीय भविष्य निधि आयुक्त, कर्मचारियों को अपने विचार प्रस्तुत करने का उचित अवसर देगा।

5. यदि स्थापना को छूट न दी जाती तो वे सभी कर्मचारी (जैसे उक्त अधिनियम की धारा 2(च) में निश्चित किया गया है) जो सदस्य बनने के पात्र होंगे, सदस्य बनाये जायेंगे।

6. जहाँ एक कर्मचारी जो कर्मचारी भविष्य निधि (कानूनी) या किसी अन्य छूट प्राप्त स्थापना का पहले से सदस्य है, को अपनी स्थापना में काम पर लगाया जाता है तो नियोक्ता उसे निधि का तुरन्त सदस्य बनाये और ऐसे कर्मचारी के पिछले नियोक्ता के पास भविष्य निधि लेख में संचयों को अंतरित कराने और उसके लेख में जमा कराने की व्यवस्था करेगा।

7. केन्द्रीय भविष्य निधि आयुक्त के द्वारा अथवा केन्द्रीय सरकार के द्वारा जैसे भी मामला हो, समय-समय पर दिये गये निर्देशों अनुसार भविष्य निधि के प्रबन्ध के लिये नियोक्ता न्यासी बोर्ड को स्थापना करेगा।

8. भविष्य निधि, न्यासी बोर्ड से निहित होगा जो अन्य बातों के होते हुए भविष्य निधि में आय के उचित लेखों और भविष्य निधि में अदायगियों और उनकी अभिरक्षा में शीर्ष के लिये कर्मचारी भविष्य निधि संगठन के उत्तरदायी होगा।

9. न्यासी बोर्ड कम से कम 3 माह में एक बार बैठक करेगा और केन्द्र सरकार द्वारा समय-समय पर जारी किये गये मार्ग निर्देशों के अनुसार कार्य करेगा। केन्द्रीय भविष्य निधि आयुक्त को अधिकार होगा कि वह किसी



अन्य योग्य लेखा परीक्षक संखालों को दुबारा लेखा परीक्षा कराए और ऐसे पुनः लेखा परीक्षा के खर्च नियोक्ता वहन करेगा।

10. न्यासी बोर्ड द्वारा रखे गये भविष्य निधि लेखे अर्हता प्राप्त निष्पक्ष चार्टर्ड अकाउन्टेन्ट द्वारा वार्षिक लेखा परीक्षा के अधीन होंगे। जहां आवश्यक समझा जाए, केन्द्रीय भविष्य निधि आयुक्त की किसी अन्य अर्हता प्राप्त लेखा-परीक्षा द्वारा लेखों की पुनः लेखा परीक्षा कराने का अधिकार होगा और इस पर हुआ व्यय नियक्ता द्वारा वहन किया जायेगा।

11. प्रत्येक वर्ष स्थापना के लेखा परीक्षित तुलन पत्र के साथ लेखा परीक्षित वार्षिक भविष्य निधि लेखों की एक प्रति वित्तीय वर्ष की समाप्ति के छः माह के अन्दर क्षेत्रीय भविष्य निधि आयुक्त को प्रस्तुत की जायेगी। इस प्रयोजन के लिये भविष्य निधि का वित्तीय वर्ष पहली अप्रैल से 31 मार्च तक होगा।

12. नियोक्ता प्रतिमाह भविष्य निधि के देय अपने कर्मचारियों के अंशदानों को आगामी माह की 15 तारीख तक न्यासी बोर्ड को अंतरित कर देगा। अंशदानों की विलम्ब से प्रदायगी करने के लिये समान परिस्थितियों में नियोक्ता नुकसानो देने का उसी प्रकार उत्तरदायी होगा जिस प्रकार एक न-छूट प्राप्त स्थापना उत्तरदायी होती है।

13. न्यासी बोर्ड सरकार द्वारा समय-समय पर दिये गये निर्देशों के अनुसार निधि में जमा राशियों का निवेश करेगा। प्रतिभूतियां न्यासी बोर्ड के नाम पर प्राप्त की जायेगी और भारतीय रिजर्व बैंक के जमा नियंत्रण में अनुसूचित बैंक की अभिरक्षा में रखा जायेगा।

14. सरकार के निर्देशों के अनुसार निवेश न करने पर न्यासी बोर्ड अलग-अलग रूप से और एक साथ केन्द्रीय भविष्य निधि आयुक्त या उसके प्रतिनिधियों द्वारा लगाये गये अधिक प्रभार का उत्तरदायी होगा।

15. न्यासी बोर्ड एक वस्तु-व्यौरा रजिस्टर तैयार करेगा और व्याज और विमोचन आय की समय पर वसूली सुनिश्चित करेगा।

16. जमा किये गये अंशदानों, निकाले गये और प्रत्येक कर्मचारी से संबंधित व्याज की दिखाने के लिये न्यासी बोर्ड विस्तृत लेखे तैयार करेगा।

17. वित्तीय/लेखा वर्ष की समाप्ति के छः माह के अन्दर बोर्ड प्रत्येक कर्मचारी को वार्षिक लेखा विवरण जारी करेगा।

18. बोर्ड प्रत्येक कर्मचारी को वार्षिक लेखा विवरण के स्थान पर पासबुक जारी कर सकता है। ये पास बुक कर्मचारियों की अभिरक्षा में रहेंगी और कर्मचारियों के प्रस्तुतीकरण पर बोर्ड के द्वारा इन्हें अद्यतन किया जायेगा।

19. लेखा वर्ष के पहले दिन आदि शेष पर प्रत्येक कर्मचारी के लेखे में व्याज उस दर से जमा किया जायेगा जिसका न्यासी बोर्ड निर्णय करे परन्तु यह उक्त स्कीम के पैरा 60 के अन्तर्गत केन्द्रीय सरकार द्वारा घोषित दर से कम नहीं होगा।

20. यदि न्यासी बोर्ड केन्द्रीय सरकार द्वारा घोषित व्याज की दर इस कारण से कि निवेश पर आय कम है या किसी अन्य कारण से अदा करने में असमर्थ है तो इस कमी को नियोक्ता पूरा करेगा।

21. नियोक्ता भविष्य निधि की चोरी के कारण, लूटखसोट, हानि, गबन अथवा किसी अन्य कारण से हुई हानि को पूरा करेगा।

22. नियोक्ता और न्यासी बोर्ड, क्षेत्रीय भविष्य निधि आयुक्त को ऐसी विवरणियां प्रस्तुत करेगा जो समय-समय पर केन्द्रीय सरकार/केन्द्रीय भविष्य निधि आयुक्त निर्धारित करें।

23. उक्त स्कीम के पैरा 69 की शैली पर किसी कर्मचारी को निधि के सदस्य न रहने पर यदि स्थापना के भविष्य निधि नियमों में नियोक्ताओं के अंशदानों को जम्ब करने की व्यवस्था है तो न्यासी बोर्ड इस प्रकार जम्ब की गई राशियों का अलग से लेखा तैयार करेगा और उसे ऐसे प्रयोजनों के लिये उपयोग करेगा जो केन्द्रीय भविष्य निधि आयुक्त को पूर्व अनुमति से सुनिश्चित किया गया हो।

24. स्थापना के भविष्य निधि नियमों में निर्दिष्ट किसी बात के होते हुए भी यदि किसी व्यक्ति को सेवा निवृत्ति होने के फलस्वरूप या किसी अन्य प्रतिष्ठान में नौकरी करने पर निधि को सदस्यता समाप्त हो जाती है या पता लगता है कि प्रतिष्ठान के भविष्य निधि नियमों के अन्तर्गत अंशदान की दर समग्रहण की दर आदि संवित्तिक योजना के अन्तर्गत दी गई दरों की तुलना में कम अनुकूल है तो अन्तर का वहन नियोक्ता द्वारा किया जायेगा।

25. नियोक्ता, भविष्य निधि के प्रशासन से संबंधित सभी खर्च जिसमें लेखों के रखरखाव, रिटर्न प्रस्तुत किये जाने, राशियों का अन्तरण शामिल है, वहन करेगा।

26. नियोक्ता समुचित प्राधिकारी द्वारा अनुमोदित निधि के नियमों की एक प्रति तथा जब भी कोई संशोधन होता है, उसकी मुख्य बातों को कर्मचारियों के बहुमत की भाषा में अनुवाद करके स्थापना के बोर्ड पर लगायेगा।

27. "समुचित सरकार" स्थापना को जानू छूट पर और शर्तें लगा सकती है।

28. यदि उक्त अधिनियम के अन्तर्गत स्थापना वर्ग जिसमें उसकी स्थापना आती है, पर अंशदान की दर

बढ़ायी जाती है, नियोजता भविष्य निधि अंशदान की दर उचित रूप में बढ़ाएगा, ताकि उक्त अधिनियम के अन्तर्गत दिये जाने वाले लाभों से स्थापना की स्कीम के अन्तर्गत दिये जाने वाले भविष्य निधि के लाभ किसी भी प्रकार से कम न हों।

29. उक्त शर्तों में से किसी एक के उल्लंघन पर छूट रद्द की जा सकती है।

[सं. एस-35015/10/92 एस.एस. III]

जे.पी. शुक्ला, अवर सचिव

New Delhi, the 22nd July, 1993

S.O. 1709.—Whereas Messrs. Maharashtra Antibiotics and Pharmaceuticals Ltd., L-1, MIDC Area Hinga Road, Nagpur-16 (hereinafter referred to as the said establishment) has applied for exemption under clause (a) of sub-section (1) of Section 17 the employees provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act) ;

And whereas in the opinion of the Central Government the rules of the provident fund of the said establishment with respect to the rates of contribution are not less favourable to employees therein than those specified in section 6 of the said Act and the employees are also in enjoyment of other provident fund benefits which on the whole are not less favourable to the employees than the benefits provided under the said Act or under the Employees' Provident Funds Scheme 1952 (hereinafter referred to as the said Scheme) in relation to the employees in any other establishment of similar character ;

Now, therefore, in exercise of the powers conferred by clause (a) of sub-section (1) of Section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme.

#### THE SCHEDULE

1. The employer in relation to the said establishment shall provide for such facilities for inspection and pay such inspection charges as the Central Government may from time to time direct under clause (a) of sub-section (3) of section 17 of the said Act within 15 days from the close of every month.

2. The rate of contribution payable under the provident fund rules of the establishment shall at no time be lower than those payable under the said Act in respect of the un-exempted establishments and the said Scheme framed thereunder.

3. In the matter of advances, the scheme of exempted establishment shall not be less favourable than the Employees Provident Fund Scheme, 1952.

4. Any amendment to the said scheme which is more beneficial to the employees than the existing rules of the establishment shall be made applicable to them automatically. No. amendment of the rules of the Provident Fund of the said establishment shall be made without the previous approval of the Regional Provident Fund Commissioner and where any amendment is likely to affect adversely the interest of the employees of the said establishment, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their points of view.

5. All employees (as defined in section 2 of the said Act) who would have been eligible to become members of the Provident Fund had the establishment not been granted exemption shall be enrolled as members.

6. Where an employee who is already a member of the Employees Provident Fund (Statutory) or a Provident fund of any other exempted establishment is employed in his establishment, the employer shall immediately enroll him as a member of the fund and arrange to have the accumulations in the provident fund account of such employee with his previous employer transferred and credited to his account.

7. The employer shall establish a Board of Trustees for the management of the Provident Fund according to such directions as may be given by the Central Provident Fund Commissioner or by the Central Government, as the case may be, from time to time.

8. The provident Fund shall vest in the Board of Trustees who will be responsible for and accountable to the Employees Provident Fund Organisation inter-alia for proper accounts of the receipts into and payments from the Provident Fund and the balances in their custody.

9. The Board of Trustees shall meet at least once in every three months and shall function in accordance with the guidelines that may be issued from time to time by the Central Government /Central Provident Fund Commissioner or an officer authorised by him.

10. The accounts of the Provident Fund maintained by the Board of Trustees shall be subject to audit by a qualified independent Chartered Accountant annually. Where considered necessary, the Central Provident Fund Commissioner shall have the right to have the accounts re-audited by any other qualified auditor and the expenses so incurred shall be borne by the employer.

11. A copy of the audited annual provident fund accounts together with the audited balance sheet of the establishment for each accounting year shall be submitted to the Regional Provident Fund Commissioner within six months after the close of the financial year. For this purpose the financial year of the provident fund shall be from the 1st April to the 31st of March.
12. The employer shall transfer to the Board of Trustees the contributions payable to the Provident fund by himself and the employees by the 15th of each month following the month for which the contributions are payable. The employer shall be liable to pay damages to the Board of trustees for any delay in payment of the contributions in the same manner as an un-exempted establishment is liable under similar circumstances.
13. The Board of Trustees shall invest the monies in the fund as per directions that may be given by the Government from time to time. The securities shall be obtained in the name of the Board of Trustees and shall be kept in the custody of scheduled Bank under the Credit Control of the Reserve Bank of India.
14. Failure to make the investments as per directions of the Government shall make the Board of Trustees severally and jointly liable to surcharge as may be imposed by the Central Provident Fund Commissioner or his representative.
15. The Board of Trustees shall maintain a script-wise register and ensure timely realisation of interest and ensure timely realisation of interest and redemption proceeds.
16. The Board of Trustees shall maintain detailed accounts to show the contributions credited, withdrawal and interest in respect of each employee.
17. The Board shall issue on annual statement of account to every employee within six months of the close of financial accounting year.
18. The Board may, instead of the annual statement of accounts, issue Passbooks to every employee. These pass books shall remain in the custody of the employee and will be brought up to date by the Board on presentation by the employee.
19. The account of each employee shall be credited with interest calculated on the opening balance as on the 1st day of the accounting year at such rate as may be decided by the Board of Trustees but shall not be lower than the rate declared by the Central Government under para 60 of the said Scheme.
20. If the Board of Trustees are unable to pay interest at the rate declared by the Central Government for the reason that the return on investment is less or for any other reason then the deficiency shall be made good by the employer.
21. The employer shall also make good any other loss that may be caused to the Provident Fund due to theft burglary, defalcation, mis-appropriation or any other reason.
22. The employer as well as the Board of Trustees shall submit such returns to the Regional Provident Fund Commissioner as the Central Government Central Provident Fund Commissioner may prescribe from time to time.
23. If the Provident Fund rules of the establishment provide for forfeiture of the employees contributions in cases where an employee ceases to be a member of the fund on the lines of para 69 of the said Scheme, the Board of Trustees shall maintain a separate account on the amounts so forfeited and may utilise the same for such purpose be determined with the prior approval of the Central Provident Fund Commissioner.
24. Notwithstanding any thing contained in the Provident Fund Rules of the establishment, if on the cessation of any individual from the membership of the fund consequent on retiring from service or on taking up the employment in some other establishment, it is found that the rate of contribution rate of forfeiture etc., under the P.F. Rules of the establishment are less favourable as compared to these under the statutory Scheme, the difference shall be borne by the employer.
25. The employer shall bear all the expenses of the administration of the Provident Fund including the maintenance of accounts, submission of returns, transfer of accumulations.
26. The employer shall display on the notice board of the establishment, a copy of the rules of the fund as approved by the appropriate authority and as and when amended thereof alongwith a translation of the salient points thereof in the language of the majority of the employees.
27. The "appropriate Government" may lay down any further conditions for continued exemption of the establishment.
28. The employees shall enhance the rate of provident fund contributions appropriately if the rate of provident fund contribution is enhanced under the said Act so that the benefits under the Provident Fund Scheme of the establishment shall not become less favourable than the benefits provided under the said Act.
29. The exemption is liable to be cancelled for violation of any of the above conditions.

[No. S-25015(10)/92-SS-II]

J. P. SHUKLA, Under Secy.

नई दिल्ली, 21 जुलाई, 1993

INDUSTRY : Telecom. STATE : Maharashtra

Bombay, dated the 8th July, 1993.

## AWARD

का.प्रा. 1710.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार टेलीकाम डिपार्टमेंट, नासिक के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण लेबर कोर्ट नं. 2, बम्बई के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 19-7-93 को प्राप्त हुआ था।

[स. एल-40012/39/92-आई आर (डी यू.)]

के.वी.बी. उण्णी, डेस्क अधिकारी

New Delhi, the 21st July, 1993

S.O. 1710.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal-cum-Labour Court No. 2, Bombay as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Telecom Department, Nasik and their workmen, which was received by the Central Government on 19-7-1993.

[No. L-40012/39/92-IR (DU)]

K. V. B. UNNY, Desk Officer

## ANNEXURE

BEFORE THE CENTRAL GOVERNMENT  
INDUSTRIAL TRIBUNAL  
NO. 2 BOMBAY

## PRESENT :

Shri P. D. APSHANKAR  
Presiding Officer

Reference No. CGIT. 2/27 of 1993

## PARTIES

Employers in Relation to the Management of  
Telecom. Dept. Nasik.

AND

Their Workman.

## APPEARANCES :

For the Employer : No Appearance.

For the Workman : No Appearance.

The Central Government by their order No. L-40012/39/92-IR(DU) dated 22-3-1993 have referred the following industrial dispute to this Tribunal for adjudication under section 10 (1)(d) of the Industrial Disputes Act, 1947.

"Whether the action of the management of Chief General Manager, Deptt. of Telecommunication, Maharashtra circle, Bombay, in relation to its Telecom Deptt., Nasik, in terminating the services of Shri Bhika Ramkrishna Suryavanshi, Casual Labour under SDOT, is justified? If not, what relief he is entitled to?"

2. After the said reference was received by this Tribunal, and while the reference was at the stage of the filing the statement of claim by the workman, the workman filed an application (Ex. 2) before this Tribunal stating that he has already approached the Central Administrative Tribunal, Bombay, in the matter, and as such he wants to withdraw his claim under the present reference.

3. Therefore, as the workman does not want to pursue this claim under the present reference any further, the present reference stands disposed off.

P. D. APSHANKAR, Presiding Officer

नई दिल्ली, 21 जुलाई, 1993

का.प्रा. 1711.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सुप्रीटेण्डेंट, पोस्ट आफिस, पाटुकोटाई, यमजावूर डिस्ट्रिक्ट के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 19-7-93 को प्राप्त हुआ था।

[संख्या एल-40012/8/92-आई आर (डी यू.)]

के.वी.बी. उण्णी, डेस्क अधिकारी

New Delhi, the 21st July, 1993

S.O. 1711 .— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Tamil Nadu, Madras, as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Sptd. of Post Offices, Pattukottai, Thanjavur Distt. and their workmen, which was received by the Central Government on 19-7-93.

[No. L-40012/8/92-IR (DU)]

K.V.B. UNNY, Desk Officer

#### ANNEXURE

**BEFORE THE INDUSTRIAL TRIBUNAL,  
TAMIL NADU, MADRAS.**

Friday, the 2nd day of July, 1993.

**Present:**

**THIRU K. SAMPATH KUMARAN, B.A.B.L.,  
INDUSTRIAL TRIBUNAL  
INDUSTRIAL DISPUTE NO. 2 OF 1993**

(In the matter of the dispute for adjudication under section 10 (1) (d) of the Industrial Disputes Act, 1947 between the workman and the Management of Superintendent of Post Offices, Pattukottai, Thanjavur District).

#### BETWEEN

**Thiru C. Ramaiah,  
C/o. Chinnasamy,  
Vengarai East,  
Tiruchitrambalam, Pin. 614 628.  
Thanjavur Dt.**

#### AND

**The Superintendent of Post Offices,  
Pattukottai Division,  
Pattukottai, Thanjavur Dt.  
Pin. 614 601.**

Reference: Order No. L-40012/8/92-IRDU, dated 11-12-1992 of the Ministry of Labour, Government of India, New Delhi.

This dispute coming on this day for final disposal upon perusing the reference and other connected papers on record and the workman being absent, this Tribunal passed the following

#### AWARD

This dispute between the workman and the Management of Superintendent of Post Offices, Pattukottai

Thanjavur District arises out of a reference under Section 10 (1) (d) of the Industrial Dispute Act, 1947 by the Government of India in its Order No. L-40012/8/92-IRDU, dated Nil-12-1992 of the Ministry of Labour, for adjudication of the following issue:

“Whether the action of the Superintendent of Post Offices Pattukottai in terminating the services of Shri C. Ramaiah is legal and justified? If not, to what relief the workman is entitled?”

Today when the dispute is called, the Petitioner-Workman is absent and no representation is made on his behalf.

Hence Industrial dispute is dismissed for default.  
Dated, this 2nd day of July, 1993

**THIRU K. SAMPATH KUMARAN,  
Presiding Officer**

नई दिल्ली, 22 जुलाई, 1993

का.प्रा. 1712.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) को धारा 17 के अनुसरण में, केन्द्रीय सरकार बोलानी ओर्स माईन्स आफ दुरगपुर स्टील प्लान्ट के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण, उड़ीसा, भुवनेश्वर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 21-7-93 को प्राप्त हुआ था ।

[संख्या एल-26012/2/90-आई आर (विविध)]  
के.वी.बी. उन्नी, डेस्क अधिकारी

New Delhi, the 2nd July, 1993

S.O. 1712 .— In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947) the Central Government hereby publishes the award of the Industrial Tribunal, Orissa, Bhubaneswar as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Bolani Ores Mines of Durgapur Steel Plant and their workmen, which was received by the Central Government on 21-7-93

[No. L-26012/2/90-IR (Misc)]  
K.V. B. UNNY, Desk Officer

#### ANNEXURE

**INDUSTRIAL TRIBUNAL : ORISSA  
BHUBANESWAR**

**Present:**

**Sri. R.K. Dash, LL. B.,**

**Presiding Officer,  
Industrial Tribunal,  
Orissa, Bhubaneswar**

**INDUSTRIAL DISPUTE CASE NO 18 OF 1990 (CENTRAL)**

Dated, Bhubaneswar, the 8th July, 1993

Between :

The management of Bolani Ores Mines  
of Durgapur Steel Plant, SAIL  
P.O. Bolani, Dist : Kconjhar, Orissa

First party—  
management

And

Their workman Sri Syed Jamshed Ali,  
Mechanist, Grade-II, Turner,  
Bolani Ore Mines

Second party—  
workman

Appearances:

None — For both the parties

**AWARD**

The Government of India in the Ministry of Labour in exercise of powers conferred upon it by clause (d) of sub-section(1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) have referred the following dispute for adjudication by this Tribunal vide their Order No L-26012/2/90-IR (Misc) dated 18-5-90:—

“Whether the action of the management of Bolani Ores Mines of Durgapur Steel Plant, SAIL, P.O. Bolani Dist : Keonjhar, Orissa in transferring Shri Syed Jamshed Ali, Mechanist, Gr II, Turner from the Mines Mechanical Department of Bolani Ores Mines to the Mines Vocational Training Centre from 7-3-89 is justified? If not, to what relief is the workman entitled?”

2 This case was posted to 9-2-93 for hearing. On that date both the parties remained absent and did not take any steps. As it appears, both parties have lost interest in the case. There is absolutely no material to answer the reference in either way. In the circumstances, I have no other alternative than to pass a no dispute award. Accordingly a no dispute award is passed in so far as the present reference is concerned.

Dictated &amp; corrected by me.

R.K. DASH, Presiding Officer

नई दिल्ली, 22 जुलाई, 1993

का.आ. 1713.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मेला राम कापर प्रोजेक्ट के प्रबंधन के संबंध

नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण, हैदराबाद I के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 21-7-93 को प्राप्त हुआ था।

[संख्या एल-43011/6/83 डी-III(बी)]

के.वी.बी. उण्णो, डेस्क अधिकारी

New Delhi, the 22nd July, 1993

S.O. 1713.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), hereby publishes the award of the Central Government Industrial Tribunal, Hyderabad-I as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Mailaram Copper Project and their workmen, which was received by the Central Government on 21-7-1993.

[No. L-43011/6/83-D. III(B)]

K. V. B. UNNY, Desk Officer

**ANNEXURE****BEFORE THE INDUSTRIAL TRIBUNAL AT HYDERABAD****PRESENT :**

Sri Y. Venkatachalam, M.A., B.L.,  
Industrial Tribunal.

Dated: 29th day of June, 1993  
Industrial Dispute No. 8 of 1984

**BETWEEN**

The Workmen of Mailaram Copper Project,  
Andhra Pradesh Mining Corporation,  
P.O. Mailaram Tq., Kothagudem,  
Dist. Khammam. —Petitioner.

**AND**

The Management of Mailaram Copper Project,  
Andhra Pradesh Mining Corporation,  
P.O. Mailaram, Tq. Kothagudem,  
Dist. Khammam. —Respondent.

**APPEARANCES :**

Sri D. S. R. Varma, Advocate for the Petitioner—  
Workmen.

M/s. K. Srinivasa Murthy, G. Sudha, Mitra Das,  
and V. Usha Rani, Advocates for the Respon-  
dent—Management.

**AWARD**

The Government of India, Ministry of Labour and Rehabilitation, by its Order No. L-43011(6)/83-D. III(B), dated 3-2-1984 referred the following dispute under Section 7A and 10(1)(d) of the Industrial Disputes Act, 1947 between the employers in relation to the Management of Mailaram Copper Project, Andhra Pradesh Mining Corporation Limited, Mailaram (A.P.) and their Workmen to this Tribunal for adjudication :

“Whether the management of Mailaram Copper Project of Andhra Pradesh Mining Corpo-

ration Limited are justified in denying to their daily-rated workers monthly scales of wages and allowance at par with their regular employees? If not, to what scales of pay and allowances are the workmen concerned entitled and from what date?

This reference was registered as Industrial Dispute No. 8 of 1984 and notices were issued to the parties."

2. The Workmen filed their claim statement with various annexures and examined two witnesses and marked Exs. W1 to W6 on their side. While the Management filed their counter and examined two witnesses and marked Exs. M1 to M7. After arguments of both the parties, this Tribunal passed an Award on 13-11-1985. Aggrieved by this Award of the Tribunal, the Management filed a Writ in Writ Petition No. 3488 of 1986 on the file of the High Court of Andhra Pradesh. The High Court of Andhra Pradesh passed Order dt. 28-3-1989 which read as follows:

"A dispute arose with regard to equal pay for equal work and this Court is not in a position to decide the same. Even assuming for a moment that the employees are entitled for fixed wages, but the plea of the management that it casts burden on the Management when a Petitioner Corporation is not in a position to pay the same has not been considered by the Tribunal in a right direction. The balance sheet and the profit and loss account of the project has been filed wherein it was mentioned that the Corporation has incurred heavy loss. As submitted by the learned counsel for the petitioner, the petitioner Corporation itself has been closed or not in a position to express any opinion as to under what circumstances the mill was closed. The learned counsel for the Petitioner also submitted that the plea of the Petitioner Corporation about the financial position of it has not been considered by the Tribunal. This Court is not in a position to consider the same. These matters have to be decided by the Industrial Tribunal. Therefore, to the limited extent to decide the financial capacity of the petitioner Corporation and whether a direction can be given to enhance the wages in view of the financial position as emerged from the record has to be decided by the Tribunal.

Hence, to the extent indicated above, the award of the Tribunal is set aside and remanded back to the Tribunal for fresh disposal according to law after giving opportunity to both the parties. The writ petition is accordingly disposed of."

3. In the claims statement of the workmen, it is mentioned that they are represented by the Andhra Pradesh Copper Mines Workers Union, Mailaram and that they representing to the Management for a long time in respect of the permanent wage structure and the Management entered into a settlement under Section 12(3) of the I.D. Act on 28-2-1978 wherein it was agreed under Clause 3 that both the Management and the Union representative have agreed to collect the wage structure prevalent in various Mines and

factories in that area and sister concerns with the object of evolving suitable wage structure to Mailaram Copper Mines. It is also agreed to get work done by and of May 1978 and to start discussion in the first week of June 1978 and arrive at final understanding by the end of June 1978. But the Management did not favour with any proposal although time stipulation was recorded therein. The Management having seen wage structure of Agnigundala Copper Mines, Nava Bharat Ferro Alloys Limited, A.P. Steels Limited, and Kathri etc. found that their grades are so high that the industry cannot bear the burden and therefore the settlement was not implemented on that plea. The settlement is marked as Annexure I to the claims statement. The Union gave a strike notice and the Management failed to implement the same within the stipulated time as per Annexure 2. Thereupon there was another settlement under Section 12(3) of the I.D. Act, on 27-5-1982. It is agreed upon that the Management to study and examine the wage structure of regular workers prevailing in industrial undertakings of Government of Andhra Pradesh within a month and will held further discussions with the Union to formulate the wage structure. Thus there is time stipulation in the settlement which was entered into under Section 12(3) of the I.D. Act but the Management did not do even that regard to the workers as per Annexure 3. The Management is implementing the dual wage structure for the workers working in the Organisation such as those who become regular workers with separate grades and with daily rates in other regular workers. They are given minimum wages according to the Notification issued by the Government of India applicable to categories of employees employed for granite mines, Asbestos Mines, Copper Mines, Barytes Mines and Clay Mines and they are revising minimum wages from time to time. The Management of Mailaram Copper Mines working under the A.P. Mining Corporation Limited has given four categories of grades for their workmen working in different capacities. Their basic wages excluding benefits is enclosed in Annexure 4. The wage structure of the categories for the workmen in four categories is as shown in the claims statement. Apart from they are getting Dearness Allowance at the rate of 55 per cent of the basic wages, Project allowance at the rate of 15 per cent on their basic wages, Medical allowances at the rate of Rs. 40.00 per month, conveyance allowance at Rs. 10.00 if the workers coming on cycles, and the Management is not giving the same facilities of wages to the other workers working from the inception of the Project by discriminating them by giving minimum wages according to the Notification of the Government of India. They provided a list of workmen who are not being provided with the same wages and facilities which is the subject matter of the dispute as Annexure 5. The Management should not discriminate from worker to worker when all have been regular and permanent. There should be only one grade or wage structure to the entire Copper Project while the staff are given Government grades. The other daily rates who are permanent are denied with these facilities. To facilitate the enquiry the claim statement contained the wage structure of the various industries is shown, as Annexures 6 to 11. Since the Management is not implementing the wage structure of the State Government undertakings as agreed and also the Management is discriminating in giving the workers only minimum wages under the Notification of Government of India to some of the workers in

the name of regular employees with separate wage structure though all the workers are working together in the same mine either on surface or underground it amounts to discrimination and the same is also contrary to principles of natural justice. So the workmen who are drawing minimum as per the Notification of Government of India should be given wages comprising of basic D.A., Variable Dearness Allowance, House Rent Allowance, Underground Allowance in line with regular workers of Mailaram Copper Mines as the wages drawn by the workers of nearby industries with retrospective effect.

4. The Management of Mailaram Copper Project represented by Andhra Pradesh Mining Corporation filed a counter. In accordance with the Settlement under Section 12(3) of the I.D. Act dt. 28-2-1978 the Management brought the various wage structures from other projects but however found that the wage structure above referred units were formed after the unit have gone full scale and the A.P. Mining Corporation could not consider these scales for evolving a wage structure as the Mailaram Copper Project did not come to the commercial production stage. The Union has agreed vide para 2 of page 2 of the Statement that the Management made sincere and whole hearted efforts from various wage units with an open heart to evolve a proper wage structure. The claim of the Union for wage structure on par with the regular employers of the Corporation was not justified for the following reasons as mention in the counter as 1 to 6. As per the Management the man power position of regular daily rated workers in various units of A.P. Mining Corporation are shown there in the counter. At Mailaram for the purpose of this case regular employees are shown to be 29 and number of daily rated are shown to be 86 while at Head Office of the Mining Corporation the regular employees are shown as 67. The Management mentioned that the daily rated workers are covered under the Mines Act and the regular workers are covered under the Service Rules and thus there is no discrimination. It is mentioned that the Management kept the matter open to consider the specific case where the daily rated workers fulfilled the qualification and experience stipulated under the service rules for consideration to regular grades subject to the vacancy existing and as per overall seniority among the daily rated workers. The question of pay and allowance other than the existing wage scale with annual incremental benefits cannot be considered at this stage because of the financial position of the Corporation and without knowing the viability of the Mailaram Unit after it goes into commercial production. The daily rated workers are getting annual incremental benefits and the wage scale, two pairs of uniform annually and a bar soap to each worker every month and free medical aid to workers and family members and all the workers are covered under the Janata Personal Accident Insurance Policy and also they are provided accommodation under the Government Scheme and Festival Advances.

5. The workers examined two witnesses as W.W.1 and W.W.2 and marked Exs. W1 to W6 while the Management examined three witnesses as M.W.1, M.W.2 and M.W.3 and marked Exs. M1 to M25.

6. The point for adjudication is whether the Management of Mailaram Copper Project of Andhra Pradesh Mining Corporation Limited are justified in denying to their daily rated workers monthly scales of wages and allowances at par with their regular employees? If not, to what scales of pay and allowances are the workmen concerned entitled and from what date?

7. The written statement filed by the Petitioner workmen is that the workman concerned in this dispute have been working under the Management since 1976 as daily rated workmen, all these 76 workmen are either skilled or semi-skilled or unskilled. Their wages are as per with the Minimum Wages Act. These workers are being given facilities like leave, provident fund, and over-time wages etc. Eventhough they have been working since several years, there is no permanent wages structure. There are 30 regular employees in the Project and are getting monthly scales. Out of these permanent employees, some are covered by Minimum Wages Act, only but are actually getting monthly scales, even though the nature of job is similar. With this discrepancy, these daily rated employees are deprived of many other benefits like D.A., H.R.A. Basic pay etc. These workmen are entitled for monthly wages on par with the regular employees with categorisation as skilled, semi-skilled and unskilled as in the case of regular employees. While so, there was an Agreement entered into between the Workmen and the Management under Section 12(3) of the I.D. Act on 28-2-1978 (Ex. W1). As per the terms of the settlement Clause (1) it was agreed to give all these workers the benefit of Provident Fund Act. It is submitted that as per the said Settlement Clause (2) It is clear that the management recognised all these workmen as permanent workmen by virtue of their 190 days service prior to the settlement. Obviously all these workmen worked for 190 days in a calendar year preceding the settlement because they have been working since 1976. They are deemed to be permanent workmen as the Management itself agreed to unequivocal terms as permanent workman in Clause (1) of the said settlement. The said terms of settlement regarding permanency was not challenged by the Management in any manner. The cumulative effect of the stands of the workmen and management is that these workmen are permanent workmen, but so far as wages are concerned they are daily rated. It is well known principle that permanent workmen shall have fixed monthly pay scales having many benefits like basic, D.A., V.D.A. etc. and their services are regular in nature and whereas daily rated workers will get fixed daily wages, subject to availability of job on a particular day; having lesser privileges than permanent workers. In other words, the status of these workmen is reduced to a ridiculous status of "Permanent daily rated workers" which is a peculiar concept unknown to Industrial Laws. When they are permanent workmen as per the settlement on 28-2-1978 they are entitled for fixed salaries on par with many other permanent employees who are 22 in number in the project but not wages under the Minimum Wage Act Management is also bound by the said settlement to evolve permanent wage structure before May, 1978. The Management maintains 'B' Register which contains all service particulars of the workmen regarding date



of joining and whether skilled or semi-skilled or unskilled etc. For temporary daily rated workers this 'B' Register will not be maintained. They are also given identity cards. For temporary daily rated workers, the question of date of joining duty does not arise. They will be employee as and when there is work. So it is clear that all these workers are both impliedly and expressly permanent workmen. Further, it can be seen that there was another settlement under Section 12(3) of I.D. Act dt. 27-5-1982 which was marked as Ex. W3, according to which management agreed to study and examine the wages structure of regular workers prevailing in industrial undertakings of Government of Andhra Pradesh within a month to have further discussions with the union to formulate the wage structure. This adds to the previous settlement of the year 1978 which means that the management having partly implemented the settlements i.e. recognising them as regular employees, not implementing the other point i.e. evolving suitable wage structure and thereby bringing them on to the regular pay scales. The expression "permanent workmen" is real and effective only when the regular pay scales are given to which a permanent employee is entitled to. The only justification being advocated by the Management for not evolving a wage structure to these permanent workmen appears to be financial burden. But however, it is interesting to note that the Management says that commercial production has not yet been started in the mine and still trial production alone is being made. Actually the project is designed to mill 100 tonnes of ore in 24 hours operation and it appears, due to some technical defects, the commercial production, the question of losses does not arise. It is sub-nical defects, there is no commercial production and the loss if any cannot be attributed and connected with the salaries of workers. It may kindly be seen that a financial statement regarding losses incurred for the years 1981-1982 to 1983-1984 which was not signed. It was marked as Ex. M1. Firstly, it is not a profit and loss account. Admittedly there is no regular production and when there is no regular production the question of losses does not arise. It is submitted that all these workers are either unskilled, semi-skilled or skilled. The Management says all the people in permanent staff numbering 30 are skilled and there is no unskilled or semi-skilled. The statement is absolutely wrong and misleading. In their claim statement they have stated that for unskilled in both daily rated and monthly rated they are fixing Grade IV in scale of Rs. 290-425, the semi-skilled are in Grade III in scale of Rs. 325-500 and for skilled Grade II in Scale of Rs. 410-625. Sweeper, Peon, office boy chowkidar, waterboy in daily rated are getting Rs. 11.00 who are unskilled and the same unskilled in Head Office are in Grade IV.

8. On the other hand the Respondent-Management filed written arguments reads thus : At Mailaram Copper Project there are 30 employees who are paid monthly scales of wages and 76 workers who are paid daily rated wages according to their skills. While the regular employees with monthly scales of wages are governed by the A.P. Mining Corporation "Service Rules and are liable to be transferred the working conditions of daily rated workers are governed by the Mines Act, Industrial Disputes Act, Minimum Wages Act. Monthly scales of pay are fixed for each of the 30 posts that exist at Mailaram Copper Project and the persons posted

to those posts are paid the respective scales of pay due to those posts. It is not correct to say that there are four categories of workmen among the employees who are paid monthly scales of pay and they are paid monthly scales of pay in four grades, Grade I to Grade IV as contended by the workmen. The qualifications, the nature of duties, responsibilities and the service conditions of these monthly scales employees have no comparison with the qualifications, nature of duties, responsibilities and working conditions of the daily rated workers. While most of the daily rated workers are unskilled doing mucking and carrying loads a few of them do semi-skilled and skilled work. The skilled workers are given vocational training under the Mining Rules in regard to the work in the mines and safety practices. A claim by the daily rated workers for equal wages on par with some of the monthly scales employees in the lower salary categories is untenable as they cannot claim equality with unequals. Even in the agreement dated 27-5-1982 the management agreed to consider implementation of monthly scales of pay to only those workers with statutory qualifications and necessary experience. Apart from the minimum wages, the daily rated workers are also given annual increments in accordance with the number of years of work they put in and enhanced wages which are more than minimum wages are given. In addition, the daily rated workers are also given other benefits like uniforms, medical aid, Janata personal insurance policy, and also leave facility. Daily rated workers are also permanent employees because they cannot be treated as casual labour and they cannot be removed at the pleasure of the Management in view of the protection afforded to them by law. Equal wages could be claimed only for equal work. If the qualifications, nature of work, the responsibilities of their duties and the service conditions are not equal, equal wages cannot be claimed. The contention that all the daily rated workers should be given monthly rated scales of pay and they should be given the three scales of pay which are paid to some categories of monthly rated employees at the lower level in the Mailaram Copper Project is untenable. The reference relates to the workers at Mailaram Project only. Any comparison with the employees at Head Office of the A.P. Mining Corporation at Hyderabad is not tenable and cannot be raised before the Tribunal. The daily rated workers are paid not only the minimum wages prescribed but they are paid something more because they are given enhanced wages with a scheme of annual increments in accordance with the increased number of years of work put in by them. Agreement to study the wages structure does not mean that there was any agreement to pay monthly scales of pay to all the daily rated workers. Wage structure includes daily rated wages and other benefits. As it is, the unit is a project which is running under loss, the expenditure for exceeding the small income received by the sale of the Copper concentrate produced. The financial capacity of the unit has to be considered to see whether it can bear additional burden of higher wages. Not only this unit but A.P. Mining Corporation as a whole is also incurring heavy loss. Hence even considering the A.P. Mining Corporation as a whole it has no financial capacity to bear the burden of higher losses if the wage bill increased substantially by giving monthly scales wages to various categories of daily rated workers in accordance with their claim of

respective scales of pay with other benefits claimed by them.

9. At the very outset, I would like to mention that there was a Settlement (Ex. W1) under Section 12(3) on 28-2-1978 between the Workmen and the Management wherein the Management agreed to give all the workers the benefit of Provident Fund Act under Clause 1 of the Settlement (Ex. W1). Whereas under Clause (2) of the Settlement (Ex. W1) which reads as follows :

“The Management has agreed to treat every worker who has completed 190 days of work in a calendar year, as permanent worker and to issue service cards to all the said permanent workers.”

It is clear that the management recognised all these workmen as permanent workmen by virtue of their 190 days service prior to the Settlement. Hence they are deemed to be permanent workmen as the Management itself agreed in unequivocal terms as permanent workmen in Clause (1) of the said Settlement (Ex. W1). To support the above contention of treating the workmen permanent. The Management maintains “B” Register which contains all service particulars of the workmen regarding date of joining and whether skilled or semi-skilled or unskilled etc. and they also given identity cards. For temporary daily rated workers “B” Register will not be maintained, the question of date of joining duty does not arise because no identity cards are given which shows date of joining. Hence it is clear that all these workers are both implicitly and expressly permanent workmen.

10. The next point is with regard to wage structure. It was agreed by both the parties i.e. the Management and the Workmen under Clause (3) of the said Settlement (Ex. W1) which reads thus :

“Both the Management and the Union representative have agreed to collect the wages structure prevalent in various Mines and factories in that area and sister concerns with the object of evolving a suitable wage structure to Mailaram Copper Project Mines. They agree to get the said work done by the end of May 1978 and to arrive at a final understanding by the end of June, 1978”.

The only justification being advanced by the Management for not evolving a wage structure to these permanent workmen appears to be financial burden. The financial statement regarding losses incurred for the years 1981-82 to 1983-84 which was not signed and it was marked as Ex. M1. Actually it is not a profit and loss account. It was admitted that commercial production has not been started to determine profit and losses of the project. The Petitioner-workmen contends that profit and loss account will be arrived at only after comparing the regular production and expenses incurred. So as seen from the above, practically there is no regular production and when there is no regular production, the question of losses does not arise. I am of the opinion that all the workmen whether they are daily rated or permanent should be classified as skilled, semi-skilled or unskilled and

monthly wages should be given as per the grades prescribed for regular employees in the same classification atleast till a permanent wage structure is evolved by the Management, as agreed under the Settlement (Ex. W1). On a consideration of the evidence, facts and circumstances of the case, I am clearly of the view that those workmen who are drawing Minimum Wages according to Government Notification, their wages should be comprised of Basic, Dearness Allowance, Variable Dearness Allowance, House Rent Allowance, Underground allowance in line with regular workers of Mailaram Copper Mines also according to the wages drawn by the workers of the nearby industries from the date of Settlement i.e. 28-2-1978 (Ex. W1).

11. In the result, the Management of Mailaram Copper Project of Andhra Pradesh Mining Corporation Limited are not justified in denying to their daily rated workers monthly scales of wages and allowances at par with their regular employees. The workmen are entitled for the wages from the date of Settlement i.e. 28-2-1978.

Award passed accordingly.

Typed to my dictation, given under my hand and the seal of this Tribunal, this the 29th day of June, 1993.

Y. VENKATACHALAM, Industrial Tribunal-I

#### Appendix of Evidence

Witnesses Examined for the Workmen :

W. W1—A. Ravi

W. W2—M. Komariah.

Witnesses Examined for the Management :

M. W1—Y. Venkayya

M. W2—S. C. Varadharajan

M. W3—M. Ananta Sharma

Documents marked for the Workmen :

Ex. W1/2-12-77—True Copy of the Memorandum of Settlement arrived at under Section 12(3) of the I.D. Act, 1947 at Vijayawada on 28-2-1978, between the Management of Mailaram Copper Project, Mailaram and Andhra Pradesh Copper Mines Workers Union over a charter of 32 demands dt. 2-12-1977.

Ex. W2/5-3-82—True copy of the Strike Notice dt. 5-3-82 issued by the Andhra Pradesh Copper Mines Workers Union to the Senior Mines Manager, Mailaram Copper Project, A.P. Mining Corporation, Mailaram.

Ex. W3/27-5-82—True Copy of the Settlement arrived under Section 12(3) of the I.D. Act, 1948 before the Labour Enforcement Officer (C) Kothagudem between the Management of Andhra Pradesh Mining Corporation Limited and Andhra Pradesh Copper Mine Workers Union in the Office Mailaram Copper Project, Mailaram on 27-5-82.

- Ex. W4—Photostat copy of the Minimum Wages Act, 1948 Revised Minimum rates of wages for Employers in Manganeese Mines.
- Ex. W5—Identity card of P. Bucham.
- Ex. W6/By consent Dt. 17-9-79—True Copy of Revision of Pay Scales—Recommendations of the Pay Revision Commissioner, dt. 17-9-79 from Finance & Planning (Fin. Wing. PRC. I) Department of Government of Andhra Pradesh.

Documents marked for the Management :

- Ex. M1—Statement showing the total operating expenses for Mining and Maintenance Works for the years 1981-82 and 1983-84 of Mail-arm Copper Project.
- Ex. M2/31-3-81—Annual Report & Accounts for the year ended 31-3-81 of Andhra Pradesh Mining Corporation Limited, Hyderabad.
- Ex. M3/31-3-82—Annual Report and Accounts for the year ended 31-3-82 of Andhra Pradesh Mining Corporation Limited, Hyderabad.
- Ex. M4/31-3-83—22nd Annual Report and accounts for the year ended 31-3-83 of Andhra Pradesh Mining Corporation Limited, Hyderabad.
- Ex. M5/31-3-84—23rd Annual Report and Accounts for the year ended 31-3-84 of Andhra Pradesh Mining Corporation Limited, Hyderabad.
- Ex. M6—True Copy of the existing scale of pay in A.P.M.C. Limited.
- Ex. M7—True Copy of the particulars of qualifications prescribed and possessed for technical posts.
- Ex. M8—Wages Register for the period from 1-4-87 to 31-5-88.
- Ex. M9—21st Annual Report and Accounts for the year ended 31-3-1982.
- Ex. M10—22nd Annual Report & Accounts for the year ended 31-3-1983.
- Ex. M11—23rd Annual Report & Accounts for the year ended 31-3-1984.
- Ex. M12—24th Annual Report & Accounts for the year ended 31-3-1985.
- Ex. M13—25th Annual Report & Accounts for the year ended 31-3-1986.
- Ex. M14—26th Annual Report & Accounts for the year ended 31-3-1987.
- Ex. M15—27th Annual Report & Accounts for the year ended 31-3-1986.
- Ex. M16—21st Annual Report & Accounts for the year ended 31-3-1982.
- Ex. M17—22nd Annual Report & Accounts for the year ended 31-3-1983.

- Ex. M18—23rd Annual Report & Accounts for the year ended 31-3-1984.
- Ex. M19—24th Annual Report & Accounts for the year ended 31-3-1985.
- Ex. M20—25th Annual Report & Accounts for the year ended 31-3-1986.
- Ex. M21—26th Annual Report & Accounts for the year ended 31-3-1987.
- Ex. M22—27th Annual Report & Accounts for the year ended 31-3-1988.
- Ex. M23—Acquittance Register of Technical benefits of 52 retrenched workers.
- Ex. M24—Consolidated statement of Technical benefits of 52 retrenched workers of Mailaram Copper Project.
- Ex. M25—Statement of working results of Mailaram Copper Project.

नई दिल्ली, 22 जुलाई, 1993

का.आ. 1714.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार द्वारा राक टेक्नो इंजीनियरिंग एसोसिएट्स के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारियों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अतिक्रमण, उड़ीसा, भुवनेश्वर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 21-7-93 को प्राप्त हुआ था।

[संख्या एल-29012/55/90-आई आर (विभिन्न)]

के. वी. बी. उन्नी, डेस्क अधिकारी

New Delhi, the 22nd July, 1993

S.O. 1714.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal, Orissa, Bhubaneswar as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Hard Rock Tekno Engineering Associates and their workmen, which was received by the Central Government on

[No. L-29012/55/90-IR(Misc.)]

K. V. B. UNNY, Desk Officer

ANNEXURE

INDUSTRIAL TRIBUNAL : ORISSA :  
BHUBANESWAR :

PRESENT :

Sri R. K. Dash, LL.B.,  
Presiding Officer,  
Industrial Tribunal,  
Orissa, Bhubaneswar.

INDUSTRIAL DISPUTES CASE NO. 39 OF 1990  
(CENTRAL)

Dated, Bhubaneswar, the 8th July, 1993

BETWEEN :

The Management of Hard Rock Tekno Engineering Associates, Contractor, Hindustan Zinc Ltd., Zinc Nagar, Dist. Sundergarh.

... First Party—  
management.

(AND)

Their workman Sri Jogindra Majhi, Mazdoor, At/P.O. Darlipali, Distt. Sundergarh.

.. Second party—  
workman.

APPEARANCES :

None—For both the parties.

AWARD

The Government of India in the Ministry of Labour in exercise of powers conferred upon it by clause(d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) have referred the following dispute for adjudication by this Tribunal—vide their Order No. L-29012|55|90-IR(Misc.) dt. 25th October, 1990 :—

“Whether the action of the management of Hard Rock Tekno Engineering Associates (Mining) Engineering Contractor of Sargipalli Mines Project, At/P.O. Zinc Nagar, Distt., Sundergarh in refusing employment to Shri Jogindra Majhi, Mazdoor from 5-6-1990 is justified? If not, what relief the workman is entitled to?”

2. This case was posted to 14-4-93 for hearing. On that day both parties remained absent and had taken no steps despite of registered notice served on them. As it appears, they have lost interest in the case. There is no material to answer the reference in either way. In the circumstance, I have no other alternative than to pass a no dispute award. Accordingly, a no dispute award is passed in so far as the present reference is concerned.

Dictated &amp; corrected by me.

R. K. DASH, Presiding Officer

नई दिल्ली, 23 जुलाई, 1993

का.आ. 1715.—केन्द्रीय सरकार इससे संतुष्ट है कि लोकहित में यह अपेक्षित है कि फासफोराइट खनन उद्योग, जो कि औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की प्रथम अनुसूची में प्रविष्टि 23 द्वारा शामिल है, को उक्त अधिनियम के प्रयोजनों के लिए लोक उपयोगी सेवा घोषित किया जाना चाहिए;

अतः अब, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 2 के खंड (द) के उपखंड (vi) द्वारा

प्रदत्त शक्तियों का प्रयोग करने हुए, केन्द्रीय सरकार उक्त उद्योग को उक्त अधिनियम के प्रयोजनों के लिए तत्काल प्रभाव से छह मास की कालावधि के लिए लोक उपयोगी सेवा घोषित करती है।

[का.सं. एम-11017/4/85 डी 1(ए)]

एम.एम. पराशर, अवर सचिव

New Delhi, the 23rd July, 1993

S.O. 1715.—Whereas the Central Government is satisfied that the public interest requires that the Phosphate Mining Industry, which is covered by entry 23 in the First Schedule to the Industrial Disputes Act, 1947 (14 of 1947), should be declared to be a public utility service for the purposes of the said Act;

Now, therefore, in exercise of the powers conferred by sub-clause (vi) of clause (n) of section 2 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby declares with immediate effect the said industry to be a public utility service for the purposes of the said Act for a period of six months.

[No. S-11017|4|85-D.I.(A)]

S. S. PRASHER, Under Secy.

नई दिल्ली, 23 जुलाई, 1993

का.आ. 1716.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, बैंक आफ इंडिया के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नं 1 मुम्बई के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 20-7-93 को प्राप्त हुआ था।

[संख्या एल 12012/176/89-डी 2 (ए)]

वो.के. वेणुगोपालन, डेस्क अधिकारी

New Delhi, the 23rd July, 1993

S.O. 1716.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, No. 1 Bombay as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Bank of India and their workmen, which was received by the Central Government on 20-7-93.

[No. L-12012|176|89-D2A]

V. K. VENUGOPALAN, Desk Officer  
ANNEXUREBEFORE THE CENTRAL GOVERNMENT  
INDUSTRIAL TRIBUNAL NO. 1, AT BOMBAY  
PRESENT :Justice Shri R. G. Sindhakar  
Presiding Officer

Reference No. : CGIT-1|21 of 1990

**PARTIES :**

The Employers in relation to the Management  
of Bank of India

AND

Their Workmen

**APPEARANCES :**

For the Employer.—Shri L. L. D'Souza Representative.

For the Workmen.—Shri M. B. Anchan Advocate.

**INDUSTRY :** Banking.

**STATE :** Maharashtra.

Bombay, dated the 9th day of July, 1993

**AWARD**

The Government of India, Ministry of Labour by order dated 28-2-1990 made the following reference under section 10 (1) (d) of the Industrial Disputes Act, 1947.

"Whether the action of the management of Bank of India, in relation to its Branch at Walchandnagar in terminating the services of Shri M. B. Sontakke, Casual Messenger-Sweeper is justified? If not, to what relief is the workman entitled?"

Statement of claim has been filed by the workman and written statement by the Zonal Manager, Pune, in reply thereto.

The workman states that he was engaged as Sweeper/Sepoy by the Branch Manager, Walchandnagar Branch in January 1981, and he had been working as such till his services were terminated in December 1983, without any notice and without assigning any reasons. He took up the dispute to the Assistant Labour Commissioner, but no settlement could be reached, a failure report was sent to the Government of India, and the present reference is a result of that.

He states that he was engaged on daily wages as temporary Sweeper/Sepoy. He says that he has put in more than 90 days and/or 240 days attendance in each year and yet his services were terminated without assigning any reasons, and without payment of retrenchment compensation. He contends that, therefore, he should be deemed to be in continuous service and given full back wages.

Further, he states that while he was working as a temporary sub-staff, a vacancy arose in the branch for the post of sepoy Mr. Rao the then Branch Manager called for eligible candidates from the Employment Exchange of Pune and Indapur, and he was one of the candidates sponsored by the Employment Exchange Indapur. However, Mr. Rao appointed some one else. He contends that, the denial to appoint him by the Branch Manager was illegal and unjustified and by appointing someone else his services have been terminated.

He then contends that applications were invited from 'Budlee' Sub-staff who had worked for a minimum of 90 days in the Bank as on the date of the said notice for formation of a fresh panel of sub-staff. The workman had appeared for the said test held on 26-2-1986 and had passed the same. This position has been admitted by the Bank at Issue No. 39 in the minutes of the 5th Zonal & Consultative Committee Meeting held on 14-8-1986, and 3-9-1986. He con-

tends that even then he was not absorbed by the Bank. According to him, the Minutes say that he had passed the test, and not absorbed till date for want of sanctioned vacancy. The workman contends that no appointment after recommendation by the Employment Exchange and after having passed the written test conducted by the Bank amounted to termination of his services and is not justified.

On behalf of the Bank, it was contended in the written statement that the contentions that he had been recommended by the Employment Exchange and that he had passed the test were not correct. According to the Bank, he was engaged by the Walchandnagar Branch as part-time/full time Sepoy/Sweeper since 3-8-1981 purely on temporary basis and daily wages. That was done in order to meet the shortage of permanent Sub-Staff due to leave/temporary increase in work load etc. With a view to create an opportunity to the 'Budlee' Sub-Staff a fresh panel of 'Budlee' sub-staff was decided to be formed, and accordingly the Bank in 1984 vide its circular dated 16-1-1984 notified its decision to hold a written test on 26-2-1984 for those Budlee Sepoys, who had not been sponsored by the Employment Exchange, and who have worked for a minimum of 90 days or more, but less than 240 days as on 16-1-1984 for formation of a fresh panel of Budlee sub-staff. It was also stated therein that the sub-staff who had worked with the Bank for 240 or more budlee days, but not in a period of 12 months also have to appear for the written test to be held on 26-2-1984. Due publicity was given to this circular. It was also decided that the candidates on this fresh panel who are selected as mentioned above, would be ranked on the basis of the number of Budlee days put in by them and they only will be considered for recruitment to the post of sub-staff, and will be absorbed if absolutely necessary. These candidates will be considered for absorption in the Bank's services in the vacancies existing which may occur from time to time.

Since the workman was not sponsored by the Employment Exchange and since he had as on 16-1-1984 completed 90 'Budlee' days or more but not 240 'Budlee' days, he was entitled to appear for the test to be conducted on 26-2-1984. He however, did not pass the said test and therefore, was not eligible to be empanelled. The Management further stated that, he worked for 136 days in 1981, 92 days in 1982 and 21 days in 1983, and therefore, he had not put in 240 days continuous service in any year. He, therefore, was not entitled to any retrenchment compensation. The Bank therefore, prayed for the rejection of his claim.

The Issue, that was referred for decision is, whether the termination of the services of the workman Shri M. B. Sontakke is justified?

The first contention that, he was retrenched without following the procedures prescribed, and, therefore, entitled to re-instatement, is, in my opinion, without much substance. Section 25-F of the Industrial Disputes Act, 1947 deals with the conditions precedent to the retrenchment of a workman.

"No workman employed in any industry who has been in continuous service for not less than one year under an employer shall be retrenched by that employer until :—

(a) The workman has been given one month's notice in writing indicating the reason for

retrenchment and the period of notice has expired, or the workman has been paid in lieu of such notice, wages for the period of notice;

- (b) the workman has been paid, at the time of retrenchment, compensation which shall be equivalent of fifteen days' average pay (for every completed year of continuous service or any part thereof in excess of six months), and
- (c) notice in the prescribed manner is served on the appropriate Government (or such authority as may be specified by the appropriate Government by notification in the Official Gazette)".

The definition of continuous service has been given in section 25-B. The total number of days required in the present case is 240 days as per the provisions of Section 25-B. The workman however, is not in continuous service within the meaning of section 25-B, since he has not during a period of one year or 12 calendar months preceding the date with reference to which the calculation is made worked for not less than 240 days. In the written statement the management has given the number of 'Budlee' days he worked for during the period he was in employment and that is 136 days in 1981, 92 days in 1982 and 21 days in 1983. Therefore, he had not put in 240 days in any period of 12 calendar months preceding the date of termination. On record is also produced a statement, which is at Exhibit M-9. It is addressed to the Regional Manager Pune Region, by the Branch Manager Walchandnagar Branch. It shows the position which has been given in the written statement, i.e. 136 days in 1981, 92 days in 1982, and 21 days in 1983. That being the position, he cannot be said to be in continuous service within the meaning of section 25-B, and therefore, not entitled to the protection of section 25-F.

The workman has contended that there was a vacant post of Sweeper in that Branch while he was working as a temporary sweeper. He further contended that the then Branch manager, Shri Rao called for eligible candidates from the Employment Exchanges of Pune and Indapur. He was one of the candidates sponsored by the Employment Exchange of Indapur, and he was not appointed even then. Now, so far as this aspect is concerned it has been urged on behalf of the workman that this action amounts to termination of his services. The Bank decided in October 1983 (Exhibit M-1) to consider the case of 'Budlee' sub-staff for absorption. Those employees who had been sponsored by the Employment Exchange were to continue on panel of "Budlee" sub-staff without undergoing any selection proceeding or written test etc. Therefore, if he was a candidate sponsored by the Employment Exchange, he had nothing more to do, and the minimum requirement of 90 days, or the written test was irrelevant so far as the said candidate was concerned. Only for the purpose of ranking in the list, he has to take his place on the basis of the number of 'Budlee' days put in by him. They were to be engaged as 'Budlee' sub-staff and they were to be absorbed in the services of the Bank to the extent of available vacancies which may occur in future as per the existing practice prevailing at present at different Recruitment Centres at the Zone.

The workman relies upon the letter written by Shri K. R. Rao, Officer of the Bank of India, Pune Branch, to the Assistant Labour Commissioner, Pune. This letter is dated 7th November 1988. Here, in this letter he states that, he had worked as Manager of the Walchandnagar Branch from time to time and employed the services of Shri Maruti Baburaw Sontakke, on daily wage basis as Sweeper, Sepoy on part-time/full time basis whenever he was engaged. He further stated that a vacancy for the post of part time Sweeper arose and it was to be filled in by a candidate sponsored by the Employment Exchange, preferably local S.C./S.T. candidate, if not available, by general local candidate. He says in that letter that he had intimated the Employment Exchange of Indapur and Pune about this vacancy and requested to send the list of eligible candidates. It is admitted in written statement para (iv), that list was called for to fill a vacancy by the Branch Manager, Shri Rao says that Shri Maruti Baburaw Sontakke was one of the candidates sponsored by the Employment Exchange. He further adds that, he could not fix him in that vacancy as his elder brother was working in the same branch as full time sepoy and he was due for confirmation. Therefore, he selected another local candidate. He informed both the brothers that both the brothers cannot work at the same branch as per the regulations of the Bank and the employment of the elder brother as a full time sub-staff will be more helpful to the family economically. Therefore, the contention is that though he was recommended by the Employment Exchange, he could not be absorbed in that vacancy. According to him, the refusal to employ him amounts to termination.

The Bank has raised a controversy on the point as to whether he was in fact recommended by the Employment Exchange. Reliance has been placed by the Bank on the letter written by the Zonal Manager to the Assistant Labour Commissioner, Pune, on 16-1-1989. Therein it is mentioned that Mr. Rao's statement to that effect was not correct. It is stated in that letter that, if it was so, Mr. Rao should have informed the higher authorities accordingly and Mr. Sontakke would not have been asked to appear for the written test. He would have been also absorbed straight-away. From this, it is clear that Mr. Sontakke was not among the candidates sponsored by the Employment Exchange. It is worth noting that the list sent by the Employment Exchange was also not made available to the Assistant Labour Commissioner and this point has been mentioned by the Assistant Labour Commissioner in his letter dated 17-1-1989 addressed to the Secretary, Government of India, Ministry of Labour, New Delhi.

I directed the Bank management to produce the list sent by the Employment Exchange. It is stated that there is no such list. Before me is produced now a xerox copy of letter dated 14th October, 1988 (Ex. M-15) addressed by the Regional Employment Officer to the Assistant Labour Commissioner saying that the records are preserved for one year only as per rules, and therefore the list is not available. It states that, one Abhimanu Sontakke who happens to be the workman's brother was appointed by the Bank from the list dated 7-7-1982. From Exhibit M-9 it is seen that Mr. Abhimanu Sontakke is the brother of workman M. B. Sontakke. He was absorbed as full time sweeper with effect from 1-12-1982. As can be

seen from the letter of Mr. Rao a vacancy of part-time sweeper (Sepoy) arose and the same was to be filled in by a candidate sponsored by the Employment Exchange. He states that the elder brother of Mr. M. B. Sontakke was due for confirmation on full time basis and he wrote to Employment Exchange informing about the Part-time vacancy and asked for list. He says that it is in this list the name was there. That list inspite of efforts made is not available. However, it was the case of the workman as can be seen from letter (Exh. W-6) that the list was of 22 candidates dated 7-7-1982. Mr. Rao in his letter dated 7th November 1988 does not give us the date of the list which according to him contained the name of the workman M. B. Sontakke. Reading the now produced letter dated 14th October 1988 (Ex. M-15) it is seen that reference in to list containing 22 candidates and sent on 7-7-1982, and that vacancy pertained to a peon's vacancy notified by Bank. It further says that Abhimanu who is none other than workman's brother was appointed in that vacancy. He was obviously senior to workman M. B. Sontakke, (Exh. M-9 shows that he is working since July 1980 while M. B. Sontakke is working since August 1981) and is recommended by the Employment Exchange and therefore appointed. Mr. M. B. Sontakke the workman could not make a claim to it on the ground that he was recommended. Mr. Rao is relying upon his memory and I think the letter dated 14th October 1988 (Exhibit M-15) is more authentic and based on record available to the Sub Regional Employment Officer.

One of the contentions of the workman is that he had passed the test and therefore was eligible for empanellment. In this connection it is to be noted that the recruitment of subordinate staff was a subject dealt with by the management and a circular dated 14th January, 1983 was issued in this connection for examining the matter relating to the absorption of the Budlee sub-staff and the procedure had been laid down. In respect of the Budlee sub-staff who had not been sponsored by the Employment Exchange and who had worked for 90 days or more but less than 240 days on the appointed date were to be administered a simple written test for the purpose of consideration in the Panel of Budlee sub-staff. According to the workman, he offered himself for the test and has passed the same. So far as the fact that he offered himself is concerned, exhibit M-10 is a letter addressed to the Zonal Manager under which a list of candidates who were eligible to appear for the written test was sent. The workman Shri M. B. Sontakke's name has been shown at Serial No. 20 under Pune region in that list. However, his contention that he passed the examination is not borne out on record. Letter dated 05-02-1985 sent by the General Manager has as its accompaniment a list of persons who have been selected as candidates and the name of Shri M. B. Sontakke the present workman does not appear in that list. Therefore, it cannot be said that he was a person who was selected on the basis of the written test.

On behalf of the workman it was urged that the minutes of the 5th Zonal Consultative Committee Meeting held on 14th August, 1986 and 3rd September

1986 (Exhibit W-10) shows that he has passed the test. Issue No. 39 of the said minutes reads thus:—

"Absorption of Shri M. B. Sontakke in Sub-Staff Cadre".

"Shri M. B. Sontakke who has passed the test conducted for the purpose of absorption is yet to be absorbed. This is being taken up by Pune Unit also. The position as regards absorption of Shri Sontakke is explained in detail and it is further informed that for want of sanctioned vacancies Shri Sontakke could not be absorbed till date."

It was, therefore, submitted that he had passed the test conducted. On behalf of the other side it was argued that the statement that he had passed the test was not correct and the minutes of the 5th meeting of the Zonal Consultative Committee held on 28th January, 1987 will show that he had not passed. The minutes are at Exhibit M 13 and M 14. Item No. 2 of the Agenda was "Follow up of action points of the minutes of previous meeting." While dealing with this subject, it has been stated.

"Absorption of Shri M. B. Sontakke in Sub-Staff Cadre."

It was informed that since Shri M. B. Sontakke had not passed the written test, he was not eligible for absorption in sub-staff cadre. Therefore it appears that while taking followup action on issue No. 39 in the Minutes of the 5th Zonal Consultative Committee Meeting, it was noticed that he had not passed the written test and therefore could not be absorbed and that is what has been mentioned in the minutes of the 6th Zonal Consultative Committee Meeting. As I have already stated above, the list of selected candidates does not include his name.

It was argued on behalf of the workman that the first item at the agenda of the 6th Zonal Consultative Committee Meeting was conformation of the Minutes of the 5th Zonal Consultative Committee Meeting, and the minutes show that the minutes of the 5th Zonal Consultative Committee Meeting were confirmed. The argument was that therefore, what has been stated in Issue No. 39 that Shri Sontakke had passed the written test was also confirmed. That is not so. What was confirmed was, what had taken place in the earlier meeting, namely 5th Zonal Consultative Committee Meeting. The fact that he had passed the test was not confirmed, but the decision taken on the basis that he had passed the test was confirmed. I do not find any force in this part of the submissions. Since at the time of the 6th Zonal Consultative Committee Meeting it was found that he had not passed the test, the question of absorption was not pressed. It is to be noted that the Union Representative were also present at the time of the 6th Zonal Consultative Committee Meeting and they do not appear to have raised any dispute on this point in that meeting.

It has been decided and it is evident from exhibit M-11, that those candidates who had appeared for the test and whose name does not appear in the list of selected candidates sent with that letter were to be discontinued with immediate effect and were not to be employed as Budlee sub-staff thereafter. (Exhibit



M-11(ii). Therefore, since he had not passed the test, his services were liable to be discontinued with immediate effect and not entitled to employment as 'Budlec' sub-staff in the Bank.

In the circumstances, the workman fails on all the three counts and the reference has to be answered against the workman and award accordingly.

R. G. SINDHAKAR, Presiding Officer

नई दिल्ली, 23 जुलाई, 1993

का.आ. 1717.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, बैंक ऑफ महाराष्ट्र के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारियों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, नं. 1, मुम्बई के पंचवट को प्रकाशित करती है, जो केन्द्रीय सरकार को 20-7-93 को प्राप्त हुआ था।

[संख्या एल-12012/157/89-डी-2 (ए)]

वी. के. वेणुगोपालन, डेस्क अधिकारी

New Delhi, the 23rd July, 1993

S.O. 1717.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, No. 1, Bombay as shown in the Annexure in the Industrial Dispute between the the employers in relation to the management of Bank of Maharashtra and their workmen, which was received by the Central Government on 20-7-1993.

[No. L-12012/157/89-D-2(A)]

V. K. VENUGOPALAN, Desk Officer

#### ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1 AT BOMBAY  
PRESENT :

Justice Shri R. G. Sindhakar—Presiding Officer.  
Reference No. CGIT-1/38 of 1989

#### PARTIES :

The Employers in relation to the Management of Bank of Maharashtra.

AND

Their Workmen.

#### APPEARANCES :

For the Employer.—Shri Samudra & Shri Londhe Officers.

For the Workmen.—Shri Vinayak Karmarkar, General Secretary, Bank of Maharashtra Karmachari Sangh.

INDUSTRY : Banking STATE : Maharashtra  
Bombay, dated the 5th day of July, 1993

#### AWARD

The following reference has been made under section 10(1)(d) of the Industrial Disputes Act, 1947

by order dated 18th August, 1989 by the Ministry of Labour, Government of India :

“Whether the action of the management of Bank of Maharashtra, in relation to its Reconciliation Department, Central Office, Pune, in refusing leave for 06-10-1987 to Shri S. B. Badbade, Clerk, in violation of clause 13.4 of the Bi-partite Settlement dated 19-10-1966 and deduction of wages for 06-10-1987 from the workman's salary is justified? If not, what relief is the workman entitled to?”

On behalf of the Union, the General Secretary filed the Statement of Claim. It is stated that, the Bi-partite Settlement of 1966 modified upto date provided for rules in accordance with Justices Sastri and Desai Awards. Para 13.4 is reproduced below :

“If leave is refused, or, postponed, the reason for refusal or postponement, as the case may be, shall be mentioned in the order and a copy of the order given to the applicant.”

Shri Badbade was a Clerk in the Reconciliation Department, and was the Joint Secretary of the Union. He had applied for Privilege Leave for two days, 1st October, 1987 and 6th October, 1987, by his application dated 1st October, 1987, for “Organisational Work.” The management however, conveyed the rejection of leave for 06-10-1987. The management did not mention the reasons for the rejection as contemplated by provisions of para 13.4 of the Bi-partite Settlement of 1966. Shri Badbade sent a letter on 17-10-1987 to the management, but the same was not replied. Instead however, the management deducted wages for one day, i.e., 06-10-1987 from the salary of the workman for the month of January 1988. It is the case of the Union that this action of the management was illegal, ab initio void, and unjust. It is also contended that, the employees are paid wages for the work they do in the whole month, and it cannot be permitted to withhold, or deduct wages because of the absence for one day during that month. It is also stated that other employees of the same Reconciliation Department went on leave, and their leave applications were not rejected for 06-10-1987, nor their wages deducted. This according to the Union, amounted to a partial action and therefore, is an unfair labour practice within the meaning of item No. 13 of Schedule V of the Industrial Disputes Act, 1947, read with section 2 (ra). It is again contended that the leave applied for, was for organisational work, and the rejection without assigning any reason amounted to interference in the Trade Union Activities, and discouraging the concerned workman in participating in the organisational work, since Shri Badbade was the Joint Secretary of the Union. Besides, such activities were not prohibited under law, and it was a constitutional right of a citizen to participate in such activities. It is, in these circumstances, contended that it be held that the action of the Bank Management in refusing leave without assigning any reason is in utter violation of the provisions of the Bi-partite Settlement of 1966, para 13.4, and the deduction of wages of Rs. 53.63 from the salary of the workman for the month of January 1988 is improper, illegal and unjust.

On behalf of the Bank Management, written statement has been filed. It is stated therein that the Union had declared a “Dharam”/Gate Meeting programme before the Lokmangal Building, i.e., the Head Office



of the Bank on 06-10-1987. The Union clandestinely avoided giving notice of strike, which was otherwise obligatory on the part of the Union, because the Banking Industry has been declared as a Public Utility Service. However, taking into consideration that the customer service should not be effected by the irresponsible behaviour of the Union and its members, the Bank issued a Circular dated 03-10-1987 to all branches and offices of the Bank giving inter-alia direction that the leave applications received from the employees for the said date may be examined and depending upon the exigencies be decided. Leave for participating in the "Dharane"/Gate meeting programme should be rejected and the decision of rejection of leave should be informed in writing. It is stated that the employee, Shri Badbade had applied for Privilege Leave for 01-10-1987 and 06-10-1987 by his application dated 01-10-1987, the reason mentioned therein was "ORGANISATIONAL WORK". Relying upon the Circular dated 03-10-1987, the Chief Manager, Reconciliation Department, Central Office, Pune informed Shri Badbade in writing, that the Privilege Leave applied for 06-10-1987 cannot be sanctioned. In spite of this communication reaching him on 05-10-1987, he remained absent on 06-10-1987, thereby giving cause to the Bank Management not only for deducting the wages for remaining absent, but also for taking disciplinary action for the act of insubordination of lawful and reasonable orders of the superiors. The Bank however, decided to only deduct one day's wages.

A preliminary objection has been raised by the management about the maintainability of this reference by contending that this is only an individual grievance, for the redressal of which the present reference is made and it cannot per se acquire the status of an "Industrial dispute" inasmuch as it is not shown that a resolution has been passed in the meeting of the Union raising the dispute.

It is stated that leave was refused on the ground as stated above, and Mr. Badbade was fully aware of the circumstances in which his leave was refused. It is also contended that the application for privilege leave is to be made a month in advance under the provisions of para 13.2 of the Bi-partite Settlement. Besides, it was contended that "No leave shall be deemed to have been sanctioned unless an order to that effect has been passed and communicated to the employee concerned," as per clause 13.5 of the Bi-partite settlement of 1966. And, leave of all kinds cannot be claimed as of right, as per the provisions of clause 13.6 of the Bi-partite Settlement of 1966. Shri Badbade violated the provisions of both. It is further stated that the contention that the case of other employees of the same department who were on leave on that day were similar to that of Shri Badbade so as to attract the charge of discrimination is not correct. It is stated that there was discretion with the management to consider the leave applications on merits. It is further stated that it cannot be said that "organisational work" was a good ground for grant of privilege leave.

Rejoinder has been filed to the written statement by the Union. It is not however, necessary to state the contentions raised in the rejoinder in detail. They will be dealt-with.

No oral evidence has been adduced on either side. However, certain documents have been produced on 1635 GI/93-8.

behalf of the Union, and arguments have been advanced.

It is not in dispute that Shri Badbade had applied for leave for 1-10-1987 and 6-10-1987 by his application dated 1-10-1987, and the purpose for which leave was asked for was "ORGANISATIONAL WORK" (Exh. W-1) and the sanctioning authority rejected leave for 6-10-1987, and the same was communicated to the workman by letter dated 5-10-1987 (exh. W-2), Shri Badbade by letter dated 17-10-1987 contended that the refusal of leave by the management was illegal, unjust, and in utter violation of the provisions of Justices Sastri and Desai Awards and the Bi-partite Settlements. He further stated that the said refusal was by way of discrimination and interference in the Trade Union Activities. It appears that he thereafter made a representation by his letter dated 28-1-1988 on the same subject and the management informed him by letter dated 13-2-1988, that the deduction of a sum of Rs. 53.63 from his salary represented one day's wages, i.e. for 6-10-1987, for which day the application for leave was rejected and about which he was informed vide letter dated 5-10-1987. This is the position as it appears on the record. As already stated, the contention giving rise to the reference is whether this action of the management in refusing leave in violation of clause 13.4 of the Bi-partite Settlement and the deduction of wages for that day was justified?"

At the outset, the management raised what was styled as a preliminary objection to the maintainability of the present reference. The contention was that this is an individual grievance and not an industrial dispute to be dealt with under Section 10 of the Industrial Disputes Act, 1947. The argument is that, therefore, the same be rejected. In this connection, on behalf of the Union, reliance was placed on the decision of the Bombay High Court in the case of Navbharat, a Hindi daily, and the Nagpur Union of working journalists, reported in the year 1990, Labour and Industrial Cases, Page No. 494. There also a similar objection was raised. The Court observed :

"Initially the objection regarding maintainability and validity of the reference was pressed in to service. The objection was that the reference was bad in law and without jurisdiction inasmuch as no industrial dispute exists or apprehended between the parties, and even if there is a dispute, it is more or less an individual dispute not falling within the definition of "industrial dispute" under section 2(k) of the Industrial Disputes Act, 1947. The objection is totally devoid of any substance and needs to be rejected. The Supreme Court in Central Provinces Transport Services Ltd. v. Ragnath Gopal Patwardhan, (1957) 1 Lab. I.J 27 : (AIR 1957 SC 104) while deciding whether a claim of dismissed employee reinstatement is an industrial dispute within the meaning of Section 2(12) of the C. P. and Berar Industrial Disputes Act (Act No. XXIII of 1947) and an occasion to consider the definition of "industrial dispute" in S. 2(k) of the Industrial Disputes Act. It was observed therein that "notwithstanding that

the language of S. 2(k) is wide enough to cover a dispute between an employee and a single employee, the scheme of the Industrial Disputes Act does not appear to contemplate that the machinery provided therein should be set in motion to settle only disputes which involves the rights of the workmen as a class and a dispute that touching the individual rights of a workman was not intended to be the object of an adjudication under the Act, when the scheme has not been taken up by the Union or a number of workmen." These very observations were also followed in another decision of the Supreme Court in *Newspapers v. Industrial Tribunal, Uttar Pradesh*, (1957) 2 Lab. LJ 1 : (AIR 1957 SC 532). Applying the aforesaid observations in the present case there can be no doubt that the dispute referred for adjudication is an "industrial dispute" relating to the working journalists as a class between themselves and their employer. The reference was in respect of 17 working journalists employed as a class by the petitioner Navbharat, and the dispute involved therein relates to the categorisation of the working journalists according to the nature of work done by them and payment of wages as per their category right from the date of their appointment. Though a dispute between an employer and a single employee cannot per se be an "industrial dispute", but it can become one, if it is taken up by the trade union or a number of workmen. The present dispute is also taken up by who have made a concerted demand on behalf of the working Journalists to set right the grievance against their employer the petitioner Navbharat. There can be no doubt that the dispute referred for the adjudication of the Industrial Tribunal is nothing but an industrial dispute as defined under the Act."

Here in this case also, the Union has taken up the dispute. From the contentions raised it has assumed the complexion of an "industrial dispute". The preliminary objection therefore, is rejected.

The first part of the reference is about the action of the management of the Bank of Maharashtra in relation to its Reconciliation Department, Pune, in refusing leave for 06-10-1987 for Shri Badbade, Clerk in violation of clause 13.4 of the Bi-partite settlement dated 19-10-1966 is justified? The provision of clause 13.4 read thus :

"If leave is refused or postponed, the reason for the refusal or postponement shall be mentioned in the order and a copy of such an order be given to the applicant."

Mentioning of reasons, if leave is refused, for its refusal is contemplated by clause 13.4. Here, in this case, the management has refused leave as can be seen from exhibit W-2. It says that application dated 01-10-1987 for privilege leave on 06-10-1987 could not be sanctioned. It does not mention the reason. The order on the reverse of the Exhibit W-1 says that "Leave on 06-10-1987 rejected." Therefore, it is evident, that the reasons are not

mentioned in the order. It is however, true that the order has been communicated to the workman by letter dated 5th October 1987 (Ex. W-2).

The contention of the management is that the rejection was because of its circular issued, and particularly, the one issued on 03-10-1987, and that was because of some programme of "Dharana" and Gate Meeting, at the Head Office on 06-10-1987. Justification of the reasons for rejecting leave apart, the point is whether those reasons were given in the order and on that point, there cannot be any dispute that they were not given. It is no defence to contend that Shri Badbade being the Joint Secretary knew about it. Clause 13.4 requires stating of reasons in the order.

It was contended that the application was not made a month in advance as stipulated by clause 13.2 of the Bi-partite Settlement. But, if it was so, that reason for rejecting the application on that ground should have been so stated in the order, and that has not been done. It may be mentioned that leave for 01-10-1987 though not applied a month in advance was granted on 01-10-1987.

The contention is that Shri Badbade contravened the provisions of clause 13.5. That clause stipulates that no leave of extension or leave shall be deemed to have been granted unless an order to that effect is passed and communicated to the employee concerned. The argument is that since he proceeded on leave without the same having been granted, it is a breach of clause 13.5. That will have to be dealt with in the context of the latter part of the reference. In my opinion, it will not have much relevance on the first part of the reference which I am presently dealing. It is true that the workman cannot claim as of right, leave of any kind and there is a discretion of refusing leave vested with the authority competent to grant leave depending upon the exigencies of service so required. However, if exigencies of service is the ground, the same could have been mentioned in the order and that has not been done in the present case. Therefore, it appears that there is contravention of violation of clause 13.4 of the Bi-partite Settlement.

It was urged that since Badbade knew about the reasons, it was not necessary to mention them in the order. It is further urged that this was done for the reasons stated in the circular dated 03-10-1987. In the first instance, the order rejecting leave was passed on 01-10-1987, that is before the issue of the circular dated 03-10-1987. It is also seen that even in the letter dated 05-10-1987, (Exh. W-2) no reference is made to the circular dated 03-10-1987, and the reasons mentioned there in that circular. The said circular is also not placed on record. Under these circumstances, this point raised on behalf of the management does not carry its case any further. Besides, clause 13.4 cannot be interpreted to mean that the reasons need not be mentioned if they are known to the workman.

It is already seen that the management had the discretion under clause 13.6 to refuse leave. It is also seen that no leave shall be deemed to have been granted unless an order to that effect has been passed and communicated to the employee concerned. In this case, no such order granting leave was passed and

communicated. On the contrary, rejection of leave applied for was communicated and that the management was competent to do. Failure to mention the reasons for refusal in the order will not in my opinion, convert the refusal of leave into grant of leave by taking recourse to clause 13.4 of the Bi-partite Settlement, though I must hasten to add that failure to mention the reasons in the order would certainly be violation of the provisions of clause 13.4 of the Bipartite Settlement.

On behalf of the workmen, it was contended that other workmen of the same department were granted leave and he was discriminated because, he happened to be a Joint Secretary of the Union. In this behalf certain documents have been produced on record. It is seen from Exhibit W-5, that the leave applied for was on the ground other than those mentioned by Shri Badbade. In the case of Shri Ramesh Dattatraya Barve, it is 'domestic work' in the case of Shri Mirajkar, it is 'out of station', in the case of Shakuntala, it is 'illness' Some, it is 'domestic work', and so, it is in the case of Kulkarni. Therefore, the leave applied for has been granted on the ground other than organisational work. It was urged that this is so done by the management to suppress the right of the workman to participate in the Trade Union activities. That also does not appear to be correct, because he had applied for leave on 01-10-87 and 06-10-1987, and the purpose mentioned is organisational work. His leave for 01-10-1987 was granted and leave for 06-10-1987 was rejected. If the object of the management was the one urged by the workman, his leave for 01-10-1987 would also have been rejected. But it is not so. Therefore, this contention of the Union is not borne out by the record. Apart from that, it has been already seen that it is not the right of the workman to claim leave and it is the discretion of the management to refuse leave when the exigencies of the service so required. Therefore, I do not find much substance in the contention raised in this behalf by the workman.

It is to be seen as to what is the effect of failure to mention the reason while rejecting the leave application. Clause 13.4 does not say as to what the effect of such failure would be. Unfair Labour practice has been defined in section 2 (ra), as, committing of any of the practices mentioned in the 5th Schedule. Failure to implement Awards, Settlements, Agreement, is at item No. 13 of the 5th Schedule, and reference has been made to this by the workman in his statement of claim in para 15. Section 25-T prohibits committing of any unfair labour practice. It is stipulated that the person committing any unfair labour practice shall be punishable with imprisonment for a term upto six months or with a fine

upto Rs. 1,000 or both. In view of this, it appears that even if it is found that unfair labour practice has been committed by the management, it will not justify a finding that refusal was illegal, and therefore, leave should be deemed to have been granted.

That takes me to the latter part of the reference. It is evident that the leave was not granted. Shri Badbade did not sign the muster on 06-10-87. Thus he was absent on that day, though leave was refused. Therefore, the management according to them had the right not only to deduct wages for one day, but also take disciplinary action. The Management, however, decided only to deduct wages for that day. This the management communicated to the workman by its letter dated 13-02-1988 (Exhibit W-4). It is difficult to say that this action of the management was unjustified.

The workman has made reference to Sastri Award in his statement of claim and relied upon it. I find that in para 478, the Tribunal has framed leave rules. Rule 1 is agreeing with clause 13.2 of the Bi-partite Settlement, Rule 3 resembles clause 13.4 Rule 4 is on the same lines as 13.5 and Rule 5 is equirule 13.6.

Para 480 of the Sastri Award states that :

"If leave applied for by a workman has been refused, such workman will be entitled to accumulate leave in excess of the maximum of three months prescribed upto the date from which leave has been applied for, or, the date on which the Bank is in a position to grant him leave whichever is earlier."

Similar provisions has been found under clause 13.8 of the Bi-partite Settlement.

It is not necessary to consider whether the management was justified in refusing leave as it is already seen that it is the discretion of the management to refuse leave depending upon the exigencies of service and unless leave has been granted by a specific order and communicated to the employee, the employee shall not proceed on leave. This being the position, in view of Sastri Award, as well as Bi-partite Settlement, on which reliance has been placed, the employee in my opinion cannot make any grievance on deduction of wages on the ground of his absence being treated as leave without pay and wages for that day deducted.

At any rate, it is evident that reason were not mentioned, and therefore, to that extent there was violation of clause 13.4.

R. G. SINDHAKAR,  
Presiding Officer.

